



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: MEDALLION CORPORATION v James, 2023 ONLTB 31384

Date: 2023-04-17 **File Number:**
LTB-L-036322-22-RV

In the matter of: 118, 195 WELLINGTON ST S HAMILTON
ON L8N2R7

Between: MEDALLION CORPORATION Landlord

And

Desiree James (Nixon) Tenant

Review Order

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict Desiree James (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Tenant said that her name is now Desiree Nixon, as she has recently married.

This application was resolved by order LTB-L-036322-22 issued on February 6, 2023.

On February 9, 2023, the Tenant requested a review of the order, alleging that she was not reasonably able to participate in the hearing held on February 2, 2023.

On February 15, 2023, Interim Order LTB-L-036322-22-RV-IN was issued, staying the order issued on February 6, 2023.

The request was heard in by videoconference on March 9, 2023.

The Landlord's legal representative, M. Pavic, and the Tenant attended the hearing. The Tenant spoke to the Tenant Duty Counsel prior to the hearing.

Determinations:

Review Request:



1. The Tenant said that the email address to which the notice of hearing was sent is her correct email address. However, she said that she was not reasonably able to participate in the hearing held on February 2, 2023, because she did not receive a notice of hearing.
2. The Board had a record of an undeliverable email to the Tenant's correct email address on December 20, 2022, that said the Tenant's email address box was full.

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3. Based on the Tenant's evidence, as well as the Board's records, I found that it was more probable than not that the Tenant had not received the notice of hearing for the hearing in February 2023. Consequently, I granted the Tenant's request for a review.

L1 Application:

4. The Tenant admits that she owes the amount of arrears claimed by the Landlord.
5. The monthly rent is \$749.84, and the Tenant admits that she has only paid \$2,350.00 in the last 9 months.
6. The Tenant said that she has been on maternity leave since the summer of 2022. She receives a child tax credit, rental assistance, and maternity pay that adds up to approximately \$1,500.00 per month.
7. The Tenant said that she has other expenses, like car insurance, that are essential to help her take care of her new baby. She said that is why she has only paid a fraction of the rent each month. She said that she intends to be on maternity leave until August 2023, and then she will then return to her job as an IT support person.
8. The Tenant said that she has lived in the rental unit for 4 years, and she was working a number of jobs. She said that she lost some of her jobs during the Covid pandemic. She said that she will find the money in order to remain in the rental unit, including asking family members to help her.
9. The Tenant proposed to pay \$150.00 per month towards the arrears plus the rent in full when she returns to work in August 2023.
10. The Landlord's legal representative said that there is a building-wide policy to reach out to tenants who are in arrears about payment plans. She said that the Tenant did not reach out, nor has she made any effort to pay anything until the last few weeks.
11. The Landlord submits that the Tenant's proposal will take over 4 years to pay off the arrears, and the Tenant's expenses, in any case, exceed her income. The Landlord submits that the Tenant would not even start paying off the arrears for another 5 months,



and it would be prejudicial to the Landlord to impose the Tenant's proposed repayment plan.

12. The Tenant has had almost a year since the Landlord served the N4 notice of termination to find the means to pay the rent. Nevertheless, she said that she has not yet reached out to the family members who she said could help her. The Tenant does not plan to return to work until August 2023, and she has only paid the equivalent of about 3 months rent in the last 9 months. Her expenses exceed her income, and she has prioritized other expenses over paying the rent. Since the original order was issued on February 6, 2023, the Tenant has only paid \$300.00 since February 2, 2023. I find, on a balance of probabilities, that the Tenant is unable to pay the rent in full and on time going forward.
13. Considering all the circumstances above in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of Covid-19 on the parties, I find that the tenancy is no longer viable. The Tenant has provided no documentation of her ability to pay the rent in full going forward, and her own testimony indicates that she does not have sufficient income to pay all her expenses.

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14. The Tenant admits the amount of arrears that are owed.
15. Therefore, I find that there is no evidence upon which to base any change in the original standard termination order, and it will remain unchanged.
16. The Tenant is living alone with a baby, and her budget is very limited. The Tenant will need a bit more time to find an alternative place to live. Consequently, I find that it would not be unfair to postpone the lifting of the stay on the original order.

It is ordered that:

1. The request to review order LTB-L-036322-22 issued on February 6, 2023, is granted.
2. However, there is no basis upon which to change the original order, and the order is confirmed and remains unchanged.
3. The interim order LTB-L-036322-22-RV-IN issued on February 15, 2023, is cancelled.
4. The stay of order LTB-L-036322-22 is lifted on May 15, 2023.

April 17, 2023
Date Issued

Nancy Morris
Member, Landlord and Tenant Board



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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.