



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Metcap Living Management Inc v George, 2023 ONLTB 31405

Date: 2023-04-13

File Number: LTB-L-048907-22

In the matter of: 308, 525 SAINT LAWRENCE AVE OSHAWA
ON L1H7V8

Between: Metcap Living Management Inc Landlord

And

Neil George Tenant

Metcap Living Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Neil George (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 28, 2023.

The Landlord's Legal Representative M. Forrester and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,070.01. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$35.18. This amount is calculated as follows: \$1,070.01 x 12, divided by 365 days.
5. The Tenant has paid \$1,256.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$6,436.23.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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8. The Landlord collected a rent deposit of \$1,040.54 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

9. Interest on the rent deposit, in the amount of \$17.96 is owing to the Tenant for the period from January 1, 2022 to March 28, 2023.

i. *Section 83 considerations*

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

11. The Tenant testified that he was in a motor accident around October 16, 2022. He is currently diagnosed with multiple sclerosis and was off work for four to five months. He is now back to work full-time in April and will be able to pay rent plus \$700.00 additional towards rent arrears.

12. The Landlord's Legal Representative objected to the payment plan as the Tenant has not tried to reach out to the Landlord or its agents for a payment plan before. The Tenant stated that he did in fact reach out to the Property Manager Ivanna and she was sick so she has not responded to his payment plan request.

13. The Tenant testified that he makes enough in his full-time job plus he also drives for Uber for additional income so he is confident he will be able to pay his balance off. He only requested that he can start making the additional payments from May 2023 since he will start work in April 2023.

14. Based on the testimony of the Tenant, I would like to grant the Tenant a chance to preserve his tenancy and pay off the arrears in about ten months with \$700.00 additional payment. The Landlord still has recourse if the Tenant fails to make the payments as per the payment plan.

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It is ordered that:

1. The Tenants shall pay to the Landlord \$6,622.23 for arrears of rent up to March 31, 2023 and costs.
2. Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) On or before May 20, 2023
 - b) \$700.00
 - c) On or before June 20, 2023
 - d) \$700.00
 - e) On or before July 20, 2023
 - f) \$700.00
 - g) On or before August 20, 2023
 - h) \$700.00
 - i) On or before September 20, 2023
 - j) \$700.00
 - k) On or before October 20, 2023
 - l) \$700.00
 - m) On or before November 20, 2023
 - n) \$700.00
 - o) On or before December 20, 2023
 - p) \$700.00
 - q) On or before January 20, 2024
 - r) \$700.00
 - s) On or before February 20, 2024
 - t) \$322.23

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 2023 to February 2024, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2023.

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April 13, 2023

Date Issued

Sheena Brar

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.