



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

Citation: Dreher v Mackenzie, 2023 ONLTB 30814

Date: 2023-04-13

File Number: LTB-L-053637-22

In the matter of: 219 BRUCE AVE
KINCARDINE ON N2Z2P2

Between: Beverley Dreher Landlords
Peter Dreher

And

Christopher Mackenzie Tenant

Beverley Dreher and Peter Dreher (the 'Landlords') applied for an order to terminate the tenancy and evict Christopher Mackenzie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2023.

The Landlords and Landlords' Legal Representative J. Dean attended the hearing.

The Tenant's girlfriend Nicole Bannaster logged into the hearing and attended mediation with the Landlords but after that she logged off. I held off the hearing till some time hoping she will log back in but she did not.

As of 10:54 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Nonpayment 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 \$1,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,600.00 to the Landlords since the application was filed.

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6. The rent arrears owing to March 31, 2023 are \$7,150.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,300.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$18.10 is owing to the Tenant for the period from January 1, 2022 to March 30, 2023.
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 Landlords stated that they have been in conversation with the Tenant to have a fourteen-month payment plan to help pay off the rent arrears. They had discussed the same in mediation, but his girlfriend could not commit to it. The payment plan proposed by the Landlords is reasonable and I am willing to give the Tenant a chance to preserve his tenancy. Hence the payment plan is accepted.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,336.00 for arrears of rent up to March 31, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

On or before April 15 th 2023	\$ 524.00
On or before May 15 th 2023	\$ 524.00
On or before June 15 th 2023	\$ 524.00

On or before July 15 th 2023	\$ 524.00
On or before August 15 th 2023	\$ 524.00
On or before September 15 th 2023	\$ 524.00
On or before October 15 th 2023	\$ 524.00
On or before November 15 th 2023	\$ 524.00
On or before December 15 th 2023	\$ 524.00
On or before January 15 th 2024	\$ 524.00
On or before February 15 th 2024	\$ 524.00
On or before March 15 th 2024	\$ 524.00

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On or before April 15 th 2024	\$ 524.00
On or before May 15 th 2024	\$ 524.00

3. The Tenant 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 May 2024, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant 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 Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2023.

April 13, 2023

Date Issued

Sheena Brar

Member, Landlords and Tenant Board

15 Grosvenor Street, Ground Floor Toronto
ON M7A 2G6

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