



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

**Citation:** Native People of Thunder Bay Development Corporation v Hebert, 2023 ONLTB 30402

**Date:** 2023-04-13

**File Number:** LTB-L-046859-22

**In the matter of:** 482 WENTWORTH CRES Thunder  
Bay ON P7A7S8

**Between:** Native People of Thunder Bay Development Corporation Landlord

**And**

Gail Hebert Tenant

Native People of Thunder Bay Development Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Gail Hebert (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2023.

The Landlord's Agent, Cindy Pareigis 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 \$664.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$21.83. This amount is calculated as follows: \$664.00 x 12, divided by 365 days.

5. The Tenant has paid \$3,370.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$2,058.00. The Tenant did not dispute the amount of the arrears owing to the Landlord.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction

9. 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.
10. The Landlord's Agent confirmed that they attempted to communicate with the Tenant regarding a repayment plan by sending monthly statements with notes to contact the housing office. The Tenant relation officer also made home visits to the Tenant to pick up rent payments. The Landlord has received payments totaling \$3,370.00 which the Tenant paid an additional toward the arrears. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant.
11. The Landlord sought an eviction order with a delay of three weeks from the date of this order based on the Tenant's circumstances. The arrears are not approximately four months of rent which is not substantially high.
12. The Tenant wants to preserve her tenancy and avoid eviction. She does have a custody battle for her youngest grandchild. Her son has passed away as well as the child's maternal grandmother. She has reached out to a housing worker from Ontario Works (OW) and is awaiting a response from the housing security fund at OW.
13. The Tenant testified that she did not think that the arrears were as high as they were but she does agree with the amount and has been attempting to make payments toward the arrears. She was sick with COVID and was hospitalized. In addition, her son passed away and she has had a custody battle for her youngest grandchild which has made her financial circumstanced challenging as she now needs to pay legal fees regarding her son's death and the custody case.
14. The Tenant testified that her income is \$2168.00 from Old Age Security, Ontario Works and Child Tax Benefit. Her monthly income covers her expenses of approximately \$1,080.00 for groceries, transportation, milk cards for her grandchildren and clothing. She has no other debt. The Tenant is able to make \$200.00 payment to the Landlord

15. I find that an order imposing the proposed payment plan would be less prejudicial to the Tenant than issuing a 'standard order' with a delay of 3 weeks as the Tenant is afforded an opportunity to preserve their Tenancy and remain in the rental unit. The Tenant does have obligations to her grandchildren who are experiencing their own parental stability issues. This also provided the Tenant with time to secure rent assistance from OW and possible her Band which would allow the Tenant to secure funds toward the arrears.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$2,908.00 for arrears (\$2,722.00) of rent up to April 30, 2023 and costs (\$186.00).
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

a)

<b>Date Payment Due</b>	<b>Amount of Payment</b>
May 1, 2023	\$200.00 (costs and arrears)
June 1, 2023	\$200.00 (arrears)
July 1, 2023	\$200.00 (arrears)
August 1, 2023	\$200.00 (arrears)
September 1, 2023	\$200.00 (arrears)
October 1, 2023	\$200.00 (arrears)
November 1, 2023	\$200.00 (arrears)
December 1, 2023	\$200.00 (arrears)
January 1, 2024	\$200.00 (arrears)
February 1, 2024	\$200.00 (arrears)
March 1, 2024	\$200.00 (arrears)
April 1, 2024	\$200.00 (arrears)

May 1, 2024	\$200.00 (arrears)
June 1, 2024	\$200.00 (arrears)
July 1, 2024	\$108.00 (arrears)

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 May 1, 2023 to July 1, 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 Tenants, 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**

Camille Clyne

Member, Landlord 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 25, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 24, 2023**

Rent Owing To April 30, 2023	\$6,092.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,370.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$2,908.00</b>