



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

Citation: Proper Property management v Lalonde, 2023 ONLTB 30850

Date: 2023-04-11

File Number: LTB-L-048593-22

In the matter of: 7A, 257 DALY AVE
OTTAWA ON K1N6G3

Between: Proper Property management Landlord

And

Alain Lalonde Tenant

Proper Property management (the 'Landlord') applied for an order to terminate the tenancy and evict Alain Lalonde (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2023.

Only the Landlord's Agent, employee of the Landlord John Dimitrijevic attended the hearing.

As of 10:25 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 Landlord's evidence.

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 \$678.40. It is due on the 1st day of each month.
4. The Landlord's Agent submitted that the Landlord is no longer seeking a termination of the tenancy as an agreement has been reached between the parties. The Agent advised the Board of the terms of a consent agreement between the Landlord and the Tenant as Exhibit #1.
5. The Landlord's Agent submitted as Exhibit #2 a text message from the Tenant agreeing to the terms of the consent.

- 6. On the uncontested evidence of the Landlord, I find that the total amount of arrears outstanding to March 31, 2023 are \$1,323.70. I also find that the Tenant has agreed to pay the amount of \$73.00 in costs for the filing of the application.
- 7. Having heard the submissions of the Landlord and seeing the Tenant's written agreement to the consent terms, 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.

It is ordered:

- 1. The Tenants shall pay to the Landlord \$1,396.70, which represents the arrears of rent (\$1,323.70), and costs (\$73.00) outstanding for the period ending March 31, 2023.
- 2. The Landlord's application for eviction of the Tenants is denied on the condition that:

(a) The Tenants shall make the following payment to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
July 1, 2023	\$1,323.70 (arrears)
August 31, 2023	\$73.00 (costs)

- 3. The Tenant shall pay the Landlord the lawful monthly rent on or before the first of each month from May 2023 to August 2023 or until arrears are paid in full.
- 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 1-3 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 11, 2023
Date Issued

André-Paul Baillargeon-Smith
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.