



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

**Citation:** Victoria Wood (Main Square) Inc c/o Realstar Management Partnership v Tyrrell, 2023  
ONLTB 30623

**Date:** 2023-04-11

**File Number:** LTB-L-048893-22

2023 ONLTB 30623 (CanLII)

**In the matter of:** 1201, 265 MAIN ST  
TORONTO ON M4C4X3

**Between:** Victoria Wood (Main Square) Inc c/o Realstar Management Partnership Landlord

**And**

James Donald Tyrrell Tenants  
Jennifer Rennie

Victoria Wood (Main Square) Inc c/o Realstar Management Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict James Donald Tyrrell and Jennifer Rennie (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

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

The Landlord's Legal Representative F. McGregor, the Tenants' Legal Representative N. Ahmed and the Tenant Jennifer Rennie attended the hearing.

**Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
3. The lawful rent is \$1,774.35. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.33. This amount is calculated as follows: \$1,774.35 x 12, divided by 365 days.

5. The Tenants has paid \$7,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$10,725.79.
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 \$1,753.32 from the Tenants 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 Tenants for the period from January 1, 2022 to March 28, 2023.

*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 shared that she epilepsy and she has two children with special needs who attend special education classes in the vicinity of the rental unit. The Tenant's husband works for Canada Post for last ten years plus. They had some uncertain times during COVID when her husband was not getting time at work and was then off sick for four weeks. The Tenants did prioritize paying rent throughout COVID but then the other bills crept up and then they fell behind.
12. The Tenant stated they are now in a better financial position after paying off all credit cards and pending bills and could pay off the rent arrears in one year if a payment plan was granted. Moving from the area would be detrimental to the Tenants due to the children and husband's work. The Tenants' Legal Representative submitted that the Tenants have proposed a fair payment plan and have been open with their finances and circumstances.
13. The Landlord's Legal Representative objected to the payment plan on the ground that the Tenants cannot afford the rental unit and will breach the payment plan if granted. The Landlord's Legal Representative does not find the Tenants are not forthcoming in their expenses and are downplaying the same in front of the Board.
14. Based on the Tenant's evidence about her family' circumstances, their current financial position and the length of the tenancy, I am willing to grant the Tenants an opportunity to preserve their tenancy by satisfying the arrears in accordance with the proposed payment plan. The Landlord does have a recourse to evict the Tenants if they breach the payment plan.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$10,911.79 for arrears of rent up to March 31, 2023 and costs.

2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

On or before April 20 <sup>th</sup> 2023	\$ 909.31
On or before May 20 <sup>th</sup> 2023	\$ 909.31

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On or before June 20 <sup>th</sup> 2023	\$ 909.31
On or before July 20 <sup>th</sup> 2023	\$ 909.31
On or before August 20 <sup>th</sup> 2023	\$ 909.31
On or before September 20 <sup>th</sup> 2023	\$ 909.31
On or before October 20 <sup>th</sup> 2023	\$ 909.31
On or before November 20 <sup>th</sup> 2023	\$ 909.31
On or before December 20 <sup>th</sup> 2023	\$ 909.31
On or before January 20 <sup>th</sup> 2024	\$ 909.31
On or before February 20 <sup>th</sup> 2024	\$ 909.31
On or before March 20 <sup>th</sup> 2024	\$ 909.31

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 2023 to March 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 11, 2023**

**Date Issued**

Sheena Brar

Member, Landlord and Tenants 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.

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