



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

**Citation:** Glen Suites v Begbie, 2023 ONLTB 30432

**Date:** 2023-04-11

**File Number:** LTB-L-040454-22

**In the matter of:** 511, 822 GLEN ST  
OSHAWA ON L1J3V2

**Between:** Glen Suites Landlord

**And**

Lisa Begbie Tenant

Glen Suites (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Begbie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord attended the hearing. The Landlord was represented by Joey Kay who called Val Cowen ('V.C.' or the 'property manager') as a witness. The Tenant attended the hearing and was self-represented.

### **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 \$1,471.26. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.37. This amount is calculated as follows: \$1,471.26 x 12, divided by 365 days.
5. The Tenant has paid \$1,500.00 to the Landlord since the application was filed.

6. The rent arrears owing to February 28, 2023 are \$10,054.75.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,390.00 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 \$24.85 is owing to the Tenant for the period from June 1, 2022 to February 16, 2023.

Section 83 considerations

Landlord's evidence

10. V.C. testified on behalf of the Landlord that the Landlord experiences significant prejudice due to the large arrears balance as the funds are required for the maintenance of the residential complex.
11. Furthermore, V.C. explained that the Tenant has a history of non-payment beyond the subject application for which the Landlord filed a previous application that was before the Board.
12. In response to questions from the Board pertaining to the impact a denial or delay of an eviction would have on the Landlord, V.C. cited the Tenant's past non-payment history. Such a history, in the view of V.C., demonstrates that the Tenant will not comply with their payment obligations under the tenancy agreement in the future such that terminating the tenancy is the best outcome. V.C. could not recall the date the previous application was filed with the Board, nor when it was heard.

Tenant's evidence

13. The Tenant does not dispute the arrears balance. She explained that the balance accumulated due to a disruption in her employment which led to the arrears that is the subject of this application, and the arrears balance that was the subject of the previous Landlord application to the Board V.C testified about.
14. Elaborating further, the Tenant explained that she experienced a period of disrupted employment over approximately 9 months which led to an inconsistent stream of income such that she was unable to meet her rent payments on a regular basis. She also explained that her employment options have improved such that she is in a position to pay the arrears and her rent on time, in order to preserve the tenancy.
15. The Tenant explained that her current profession is a Child Youth Worker. However, she will be changing professions as she was recently hired by General Motors as a forklift operator in a position from which she will earn a gross monthly income of \$3, 520.00. She

proposes to address the arrears by making bi-weekly payments of \$1, 000.00 commencing immediately, and to pay rent on time beginning on the first of the month.

- 16. In response to questions posed by the Board pertaining to the impact an eviction would have on her should the Board grant the Landlord’s application, the Tenant explained that she would have nowhere to go as she does not have family or others to assist her. As she resides in the unit with her partner and their pets, they would need some time to move their possessions into storage, which she estimates she could do within a 3-week period of time.

Analysis

- 17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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.
- 18. I am satisfied that the Tenant fell into arrears due to circumstances related to a disruption in her employment that resulted in an inconsistent stream of income which led her to be unable to meet her rent payment obligations. I am also satisfied that, given the Tenant’s stable employment and income from her new job, the tenancy remains viable. I acknowledge the prejudice the Landlord has experienced however, conclude that preserving the tenancy subject to this order is fair in the circumstances.

**It is ordered that:**

- 1. The Tenant shall pay to the Landlord \$10, 240.75, which represents the arrears of rent (\$10, 054.75) and costs (\$186.00) outstanding for the period ending February 28, 2023.
- 2. The Landlord’s application for eviction of the Tenant is denied on the condition that:
  - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

<b>Payment</b>	<b>Due Date</b>
\$1, 000.00	April 25, 2023
\$1, 000.00	May 9, 2023
\$1, 000.00	May 23, 2023
\$1, 000.00	June 6, 2023
\$1, 000.00	June 20, 2023
\$1, 000.00	July 4, 2023
\$1, 000.00	July 18, 2023

\$1,000.00	August 1, 2023
\$1,000.00	August 15, 2023
\$1,000.00	August 29, 2023
\$240.74	September 12, 2023

- (b) The Tenant shall pay the lawful monthly rent due for April 2023 on or before April 21, 2023, if not already paid;
- (c) The Tenant shall also pay the Landlord the lawful monthly rent as it becomes due on or before the 1<sup>st</sup> day of the month starting May 1, 2023 to September 1, 2023, or until the arrears are paid in full.

3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:

- (a) The Landlord may apply, without notice to the Tenant, under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
- (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Act.

**April 11, 2023**

**Date Issued**

Emile Ramlochan

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.