



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

**Citation:** Starlight Canadian Residential Growth Fund v Louis, 2023 ONLTB 26502

**Date:** 2023-04-11

**File Number:** LTB-L-034823-22

**In the matter of:** 1403, 65 SPEEDVALE AVE W  
GUELPH ON N1H1J7

**Between:** Starlight Canadian Residential Growth Fund Landlord

**And**

Ginabelle Louis Tenant

Starlight Canadian Residential Growth Fund (the 'Landlord') applied for an order to terminate the tenancy and evict Ginabelle Louis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 31, 2023.

The Landlord's Representative M. Anjema and the Tenant attended the hearing.

### **Determinations:**

#### Preliminary Matter

1. The Tenant requested that the hearing be adjourned. They told the Board that they wanted the extra time so that they could have more time to pay. I did not consider it appropriate to adjourn in the circumstances and denied the request, however I considered the submission later in my decision.

#### Application

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.

4. The lawful rent is \$2,049.00. It is due on the first day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$67.36. This amount is calculated as follows: \$2,049.00 x 12, divided by 365 days.
6. The Tenant has paid \$9,669.07 to the Landlord since the application was filed.

**File Number:** LTB-L-034823-22

7. The total of the rent arrears owing and the rent due to March 31, 2023 are \$12,869.93.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Tenant claims to have made a payment of \$1,200.00 on January 30, 2023. There is no confirmation that it has been received yet by the Landlord. The Landlord also pointed out that the amount that was supposed to have been paid was \$2,000.00. For the purpose of this order, it is assumed that the amount has not been paid, and it is included in the totals.
10. The Landlord collected a rent deposit of \$2,049.00 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.
11. The Tenant told the hearing that they could pay their rent and pay off their arrears over the course of one year.
12. The Landlord's Representative told the hearing that payment plans had been tried in the past and that the Tenant had not met their obligations and, as such, opposed any relief.
13. 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. The Tenant has indicated that they are able to make these payments and pay off all outstanding arrears within one year. It is the goal of the Board to save eviction as a last resort. For this reason, I am granting relief based upon the threshold that the Tenant says that they can meet.

**It is ordered that:**

1. The Tenant shall pay the Landlord **\$13,055.93**, which represents the rent due, the arrears outstanding and the costs outstanding for the period ending March 31, 2023.

2. The Landlord's application for eviction of the Tenant is denied on the condition that:
- (a) If the Landlord has not received the payment that the Tenant claims was made to the Landlord on January 30, 2023, the Tenant shall pay **\$1,200.00** on or before April 14, 2023.
  - (b) If not already paid, the Tenant shall pay the rent for February, March, and April 2023 on or before April 30, 2023.
  - (c) The Tenant shall pay installments of **\$650.00** on or before the 20th day of the month for the eleven-month period commencing April 20, 2023 to February 20, 2024.
  - (d) The Tenant shall pay the balance owing of **\$607.93** on or before March 20, 2024.

**File Number:** LTB-L-034823-22

3. On or before the first day of each month, the Tenant shall also pay the Landlord the monthly rent for the months of April 2023 to February 2024 or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any of the payments in accordance with paragraphs 2 and 3:
- (a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the "Act") for an order terminating the tenancy and evicting the Tenants 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 owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

**April 11, 2023**

**Date Issued**

---

William Greenberg

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.