



Order under Section 69 Residential Tenancies Act, 2006

Citation: RAP Holdings Inc. v McQueen, 2023 ONLTB 28258

Date: 2023-04-06

File Number: LTB-L-049517-22

In the matter of: 311, 162 Maple Avenue
Georgetown ON L7G1X5

Between: RAP Holdings Inc. Landlord

And

Laurie McQueen Tenant

RAP Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Laurie McQueen (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, Robert Martino, attended the hearing. As of 4:24 pm, 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 the Tenancy Early for Nonpayment 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 \$999.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.84. This amount is calculated as follows: \$999.00 x 12, divided by 365 days.
5. The Tenant has paid \$6,993.00 to the Landlord since the application was filed.

6. The rent arrears owing to March 31, 2023 are \$999.00.
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 \$950.00 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.

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9. Interest on the rent deposit, in the amount of \$89.27 is owing to the Tenant for the period from April 1, 2017 to March 16, 2023.
10. The Landlord's agent testified that the first week of August 2022 he texted and emailed the Tenant to negotiate an arrears repayment plan. The Landlord's agent testified further that he provided the Tenant with additional time to pay for the rent arrears and on-going rent, and as a result, the Tenant made significant rent payments since the application was filed, but these payments did not include the Landlord's application fee of \$186.00. The Landlord's agent was not aware of any circumstances that should be considered in a determination of whether to provide the Tenant with eviction relief.
11. The Tenant or the Tenant's representative was not present at the hearing to provide submissions with respect to the Tenant's relief from eviction. However, given the Tenant's substantial rent payments since the Landlord's application was filed, and the Tenant's current arrears balance of only one month's rent, I find that the imposition of a payment plan, rather than an eviction, would be reasonable and appropriate under the circumstances. I find that a payment plan would not be unfair to the Landlord.
12. 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 that:

1. The Tenant shall pay to the Landlord \$1,185.00, representing rent arrears of \$999.00 to March 31, 2023, and the \$186.00 application fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - (a) April 20, 2023 \$200.00;
 - (b) May 20, 2023 \$200.00;
 - (c) June 20, 2023 \$200.00;
 - (d) July 20, 2023 \$200.00;

(e) August 20, 2023 \$200.00; and (f) September 20, 2023 \$185.00.

3. The Tenant shall also pay to the Landlord the lawful monthly rent on time and in full as it comes due and owing for the period of April 20, 2023 to September 20, 2023, 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.

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2023 ONL TB 28258 (CanLII)

April 6, 2023

Date Issued

Frank Ebner

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.