



Order under Section 69 Residential Tenancies Act, 2006

Citation: Metcap Living Management Inc v cunha, 2023 ONLTB 29529

Date: 2023-04-04

File Number: LTB-L-046004-22

In the matter of: 1618, 2757 KIPLING AVE
ETOBICOKE ON M9V4C4

Between: Metcap Living Management Inc Landlord

And

Ashley cunha Tenant

Metcap Living Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley cunha (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 13, 2023.

The Landlord's Legal Representative, M. Forrester and the Tenant attended the hearing.

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 \$1,338.15. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.99. This amount is calculated as follows: \$1,338.15 x 12, divided by 365 days.
5. The Tenant has paid \$6,473.15 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$4,052.02.
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 \$1,128.57 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 \$16.93 is owing to the Tenant for the period from January 1, 2022 to March 13, 2023.

Relief from eviction

10. The Tenant testified that her employment was affected by the pandemic as she works in the hospitality industry. She testified that at the moment she is guaranteed at least one day a week at work. Her other sources of income include Ontario works and Child Tax Credit. She lives in the unit with her 2 children. The Tenant testified that she has submitted an application with Epic and hopes to get assistance with the arrears.
11. The Tenant proposes a payment plan that would see the arrears paid off in 12 months. Based on the Tenant's income vs. expenses, this plan is affordable to the Tenant.
12. The Landlord is seeking a standard order with an extended date to give the Tenant some additional time to finalize potential assistance from epic.
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. I find that the payment plan that the Tenant is proposing to be reasonable and appropriate in the circumstances. The Tenant has made efforts to pay rent to the Landlord since the application was filed and is also seeking assistance with the rent arrears.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,052.02 for arrears of rent up to March 31, 2023, and \$186.00 in costs. The total amount owing to the Landlord is \$4,238.02.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - Starting on April 20, 2023, the Tenant shall pay to the Landlord \$353.16 on or before the 20th day of each month until February 20, 2024.
 - On or before March 20, 2024, the Tenant shall pay to the Landlord \$353.26.
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 starting on April 1, 2023 until March 1, 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 4, 2023
Date Issued

Emily Robb
 Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.