



Order under Section 69 Residential Tenancies Act, 2006

Citation: Galaxy Value Add Ontario Properties LP v Thistlethwaite, 2023 ONLTB 27711

Date: 2023-03-28

File Number: LTB-L-044873-22

In the matter of: 0805, 836 Talwood Dr
Peterborough ON K9J7G8

Between: Galaxy Value Add Ontario Properties LP Landlord

And

Candis Thistlethwaite Tenants Jody Colley

Galaxy Value Add Ontario Properties LP (the 'Landlord') applied for an order to terminate the tenancy and evict Candis Thistlethwaite and Jody Colley (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 15, 2023.

The Landlord's Legal Representative S. Harris and the Tenant Candis Thistlewaite 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 were still in possession of the rental unit.
3. The lawful rent is \$1,905.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.63. This amount is calculated as follows: \$1,905.00 x 12, divided by 365 days.
5. The Tenants paid \$5,550.00 to the Landlord since the application was filed.

6. The rent arrears owing to March 31, 2023 are \$11,595.00.
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 \$1,905.00 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.

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9. Interest on the rent deposit, in the amount of \$41.62 is owing to the Tenants for the period from May 1, 2022 to March 15, 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 testified that they got behind on rent due to unexpected vet bills and dental bills. She also got COVID in July 2022 and she got full time hours back in September 2022. Even then due to all the extra bills they had to deal with, they fell behind on rent. The Tenants can afford to pay a maximum of \$1000.00 a month towards the arrears. She also talked about her struggles of finding this rental unit after they had to move out of their last residence.
12. The Landlord's Legal Representative objected to the proposed repayment plan because the tenancy is new and the Tenants fell behind immediately after moving in. She also brought to the Board's notice the amount of income that the Tenants made but made no attempts to pay towards rent arrears in the last nine months in a substantial way.
13. I recognize that the tenancy is relatively newer, the Tenants fell behind in the rent early during the tenancy and the Landlord has apprehensions about the Tenants living up to a payment plan. However, I find that it would not be unfair to give the Tenants a chance to preserve their tenancy with a payment plan as I did find that the Tenants are willing to make this work. The Landlords still 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 \$11,781.00 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:

\$1,000.00	On or before the 15 th day of each month from April 15, 2023 to February 15, 2024; and
\$781.00	On or before March 15, 2024

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 2023 to March 2024, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of

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the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2023.

March 28, 2023

Date Issued

Sheena Brar

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.