



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

**Citation:** 6965083 Canada Inc. v Rodrigues, 2023 ONLTB 16927

**Date:** 2023-03-20

**File Number:** LTB-L-030182-22

**In the matter of:** 903, 15 MARTHA EATON WAY  
NORTH YORK ON M6M5B5

**Between:** 6965083 Canada Inc. Landlord

**And**

Paulo Duarte Rodrigues Tenant

6965083 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Paulo Duarte Rodrigues (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2023 and March 7, 2023.

The Landlord's Legal Representative Debra Fine and Jessica Ferreira attending the hearing on January 19, 2023.

The Landlord's Legal Representative Debra Fine attending the hearing on March 7, 2023.

The Tenant did not attend either hearing date.

### **Determinations:**

1. The Landlord asked the Board to issue an order on consent on January 19, 2023. However, the authority of Jessica Ferreira as an "Agent" for the Tenant was withheld from the Board at that time.
2. Therefore, the Board reconvened the hearing on March 7, 2023.
3. The Landlord submitted that Jessica Ferreira was an occupant in the rental unit and was acting as an "Agent" of the Tenant with authority to enter into the consent agreement.
4. The Landlord submitted that because the Board had accepted that Jessica Ferreira acted as an Agent in the past that the Board should accept that prior representation as authority in this hearing. The Board rejected that submission because there was no indication that the prior authority to act as an Agent for the Tenant was continuous and ongoing, or limited only to those prior appearances before the Board.

5. The Tribunals Ontario Practice Direction on Representation before the LTB states that an unlicensed person seeking to represent a party who is not present for the proceeding must provide the LTB with written authorization from the party. There was no written authorization provided to the LTB. Therefore, the Board is unable to issue an order on consent in the absence of the party.
6. The Landlord asked the Board to issue a payment plan adopting the terms of the consent agreement that had been submitted on January 19, 2023. The Landlord submitted that there would be no prejudice to the Landlord as the terms had been fully complied with by the Tenant as of the March 7, 2023, hearing. The Board granted this request.
7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$1,679.53. It is due on the first day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$55.22. This amount is calculated as follows:  $\$1,679.53 \times 12$ , divided by 365 days.
11. The rent arrears owing to January 31, 2023, are \$5,422.62.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
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.
14. **The Tenant should be aware that all rent and arrears payments' due dates are all "on or before" the dates set out below, meaning that the Tenant must ensure that the payments are made in full by that date each month. If the Tenant is late with a payment, does not make a payment, or only makes a partial payment the Landlord may file an application with the Board, without notice to the Tenant, for an order for eviction. A copy of that order would be provided to the Tenant.**

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$5,608.62, which represents the arrears of rent and costs outstanding for the period ending January 30, 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>Date Payment Due</b>	<b>Amount of Payment</b>
January 20, 2023	\$2,000.00
February 3, 2023	\$300.00
February 17, 2023	300.00
March 23, 2023	\$600.00
April 23, 2023	\$600.00
May 23, 2023	\$600.00
June 23, 2023	\$600.00
July 23, 2023	\$608.62

- (b) The Tenant shall pay the Landlord the rent for the month of February on or before February 20, 2023. The Tenant shall also pay the Landlord the rent for the months of March 2023 up to and including July 2023 in full, on or before the first day of each corresponding month.

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 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 owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

**March 20, 2023**  
**Date Issued**

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Robert Patchett  
Vice Chair, 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.