



Order under Section 69 Residential Tenancies Act, 2006

Citation: Options Properties (Canada) Inc. v Morrison, 2023 ONLTB 26270

Date: 2023-03-17

File Number: LTB-L-044920-22

In the matter of: 3, 136 CHURCH ST
ST CATHARINES ON L2R3E4

Between: Options Properties (Canada) Inc. Landlord

And

Jamie Morrison Tenant

Options Properties (Canada) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jamie Morrison (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2023.

The Landlord's Representative Joseph Tonnos 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. The Landlord's certificate of service indicated that the Tenant only received 13 days notice before the date of termination on the N4 Notice, contrary to the *Residential Tenancies Act, 2006* ('the Act'). Andrew Cottage is the Landlord's property manager and he testified that he made a typo on the certificate of service and the document was actually served on June 16, 2022 not June 17, 2022 as stated on the certificate of service.
3. I found Mr. Cottage to be a credible witness and accept his testimony on a balance of probabilities that he made a typo on the certificate of service and that 14 days notice was

provided to the Tenant. I will also note that Mr. Cottage signed the certificate of service with the date of June 16, 2022 which is the date he claims to have served it. That the document was signed on June 16, 2022 also leads me to believe on a balance of probabilities that is the date it was served, and Mr. Cottage made a typo when he said he served it on June 17, 2022.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$950.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12, divided by 365 days.
7. The Tenant has paid \$950.00 to the Landlord since the application was filed.
8. The rent arrears owing to March 31, 2023 are \$7,360.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. The Tenant requested relief from eviction in the form of a repayment plan. The Tenant testified that she lost her job approximately one year ago and has been on disability. The Tenant testified that she has \$4,000.00 saved up that she could pay immediately to the Landlord and could pay off the remaining arrears in a payment plan. The Landlord submitted that they would be agreeable to a payment plan that involved the Tenant paying \$4000.00 by March 10, 2023 and then paying the remaining arrears off in \$150.00 monthly installments. 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 will require that the \$4,000.00 payment be made by March 24, 2023 to give the Tenant time between the issuance of this order and the payment date.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,546.00 for arrears of rent up to March 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 1. On or before March 24, 2023 a payment of \$4,000.00;
 2. On or before April 15, 2023 a payment of \$150.00;

3. On or before May 15, 2023 a payment of \$150.00;
4. On or before June 15, 2023 a payment of \$150.00;
5. On or before July 15, 2023 a payment of \$150.00;
6. On or before August 15, 2023 a payment of \$150.00;
7. On or before September 15, 2023 a payment of \$150.00;
8. On or before October 15, 2023 a payment of \$150.00;
9. On or before November 15, 2023 a payment of \$150.00;
10. On or before December 15, 2023 a payment of \$150.00;
11. On or before January 15, 2024 a payment of \$150.00;
12. On or before February 15, 2024 a payment of \$150.00;
13. On or before March 15, 2024 a payment of \$150.00;
14. On or before April 15, 2024 a payment of \$150.00;
15. On or before May 15, 2024 a payment of \$150.00;
16. On or before June 15, 2024 a payment of \$150.00;
17. On or before July 15, 2024 a payment of \$150.00;
18. On or before August 15, 2024 a payment of \$150.00;
19. On or before September 15, 2024 a payment of \$150.00;
20. On or before October 15, 2024 a payment of \$150.00;
21. On or before November 15, 2024 a payment of \$150.00;
22. On or before December 15, 2024 a payment of \$150.00;
23. On or before January 15, 2025 a payment of \$150.00;
24. On or before February 15, 2025 a payment of \$150.00;
25. On or before March 15, 2025 a final payment of \$96.00.

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 April 1, 2023 to March 1, 2025, 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 2023.

March 17, 2023

Date Issued

Amanda Kovats

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.