



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

Citation: Tuchenhagen v Drew, 2023 ONLTB 25930

Date: 2023-03-14

File Number: LTB-L-044303-22

In the matter of: 1507 JOHN STREET RD
THUNDER BAY ON P7G1J1

Between: Robert Tuchenhagen Landlord

And

Leah Drew Tenant

Robert Tuchenhagen (the 'Landlord') applied for an order to terminate the tenancy and evict Leah Drew (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 1, 2023.

Only the Landlord attended the hearing.

As of 2:30 p.m., 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 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 \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.

5. The Tenant paid \$13,100.00 since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$4,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

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9. The Landlord said that he spoke to the Tenant, and they agreed on a repayment plan for the arrears. He said that the parties have agreed that the Tenant would pay the rent in full and on time, going forward, in addition to \$180.00 each month towards the arrears, on or near the end of each month for 26 months, with the balance due in the 27th month.
10. The Landlord said that the Tenant was not able to attend the hearing because she is going through a lot of stress in her life with a gravely ill family member.
11. 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. In particular, the Landlord is willing to provide the Tenant with an opportunity to preserve her tenancy by meeting the terms of a very reasonable payment plan.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,686.00 arrears and costs up to March 31, 2023. costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - (a) Commencing March, 2023, and continuing each month for 26 months, up to and including April, 2025, \$180.00 on or before the 28th day of each of those months, respectively,
 - (b) The balance of \$6.00 on or before May 28, 2025.
3. Commencing April 2023, and continuing each month up to and including May 2025, the Tenant shall also pay to the Landlord the monthly rent, in full, no later than the first day of each of those months, respectively, 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.

March 14, 2023

Date Issued

Nancy Morris

Member, Landlord and Tenant Board

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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.