



## Section 83 Analysis

7. 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

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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.

8. The Tenants wish to salvage their tenancy. Their evidence was that the accumulation of their rent arrears was attributable to the COVID-19 pandemic. Their evidence was that they lost their business because of the pandemic, and that TQ was also laid off from his employment. TQ stated that there was an issue with obtaining employment insurance, but that a back payment of approximately \$7,800.00 would be forthcoming within a couple weeks. TQ said that he could dedicate \$5,000.00 from this payment toward the rent arrears. TQ also gave evidence that TM is expecting an income tax refund shortly.
9. TQ also stated that TM started a new job approximately three weeks ago, and that he will be starting a new job next week. He stated that TM's net employment income is approximately \$1,800.00-\$2,000.00 per month, and that his monthly net income at his new job will be approximately \$2,500.00-\$2,600.00.
10. Two children, aged 11 and 13, reside in the rental unit with TM and TQ.
11. The Tenants requested an order implementing a payment plan instead of ordering an eviction. TQ stated that the Tenants will be able to pay their monthly rent as it comes due from now on, plus \$5,000.00 toward the rent arrears by April 1, 2023, and an additional \$5,000.00 toward the rent arrears by May 1, 2023, with the balance of the rent arrears payable in three further monthly payments.
12. KH opposed an order implementing a payment plan, and sought a standard termination order (eviction and rent arrears due 11 days from the issuance date of this order). KH noted that the quantum of arrears in this case are substantial, and that this is a small landlord. KH stated that the Tenants have not been communicative about implementation of a payment plan to date.
13. I agree that the rent arrears in this case are substantial, and that these arrears, particularly if coupled with ongoing non-payment of rent, may create financial hardship for a small landlord. However, the Tenants' proposal to repay their rent arrears is a reasonable one, and I accept TQ's evidence about a forthcoming back employment insurance payment and his evidence about TM and TQ's current employment status. I therefore find that it is not unfair to grant conditional relief from eviction in this case, and to order that the Tenant repay the rent arrears in accordance with the payment plan set out below. This payment plan will be subject to section 78 of the Act (which means the Landlord can apply to the LTB for an eviction order without giving any notice to the Tenants, within 30 days of any breach by the Tenants to the payment plan set out below.

It is ordered that:

1. The Landlord's application to evict the Tenants and terminate the tenancy is denied, on the condition that the Tenants shall pay the Landlord a total of \$13,261.00 (\$13,075.00 for arrears of rent up to February 28, 2023, and costs in the amount of \$186.00 to reimburse the Landlord for the filing fee).
2. The Tenants shall pay to the Landlord the amount of \$13,261.00 set out in paragraph 1 in accordance with the following schedule:

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Date Payment Due	Amount of Payment
April 1, 2023	\$5,000.00 (arrears and costs)
May 1, 2023	\$5,000.00 (arrears)
June 1, 2023	\$1,000.00 (arrears)
July 1, 2023	\$1,000.00 (arrears)
August 1, 2023	\$1,261.00 (arrears)

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the entire period of the repayment plan mentioned above in paragraph 2 (from April 1, 2023 to August 1, 2023), or until the arrears are paid in full, whichever comes first. If the rent for the month of March 2023 has not been paid by the date that this order is issued, then it shall be paid on or before April 1, 2023.
4. If the Tenants fail to make any one of the payments in accordance with paragraphs 1 -3 of 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 the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy, evicting the Tenants, and requiring that the Tenants pay any new arrears of rent, NSF fees and related charges that became owing after February 28, 2023.

March 10, 2023

Date Issued

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 Mark Melchers

Member, Landlord and Tenant Board

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 Michelle Tan

Member, Landlord and Tenant Board

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.