



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

**Citation:** Ranee Management v Budhoo, 2023 ONLTB 21591

**Date:** 2023-02-28

**File Number:** LTB-L-030393-22

**In the matter of:** 410, 195 Kennedy Rd S Brampton  
ON L6W3H2

**Between:** Ranee Management Landlord

**And**

Tejmattie Budhoo Tenant

Ranee Management (the 'Landlord') applied for an order to terminate the tenancy and evict Tejmattie Budhoo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2023. Only the Landlord's representative, Ilana Glickman 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,074.09. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$35.31. This amount is calculated as follows: \$1,074.09 x 12, divided by 365 days.
5. The Tenant has paid \$7,467.99 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$2,924.89.
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 \$1,074.09 from the Tenant 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. 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 pursuant to subsection 83(1)(a) of the Act.
10. Although the Tenant did not attend the hearing, the Landlord's representative testified that the Tenant advised her that they could not personally attend the hearing. However, on January 13, 2023 the parties completed, signed and filed with the Board a payment plan agreement outlining terms of payment in resolution of the matter.
11. I find that an order imposing the proposed payment plan would be less prejudicial to the Tenant than issuing a 'standard order' and the Tenant is afforded an opportunity to preserve their Tenancy and remain in the rental unit.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$3,110.89 for arrears of rent up to January 31, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - a) \$300.00 on the 1<sup>st</sup> day of each month commencing February 1, 2023 through November 1, 2023;
  - b) \$110.89 on December 1, 2023.
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 February 1, 2023 to December 1, 2023, 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 Tenants, 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 January 31, 2022.

**February 28, 2023**

**Date Issued**

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**Natalie James**

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.

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