



Order under Section 69 Residential Tenancies Act, 2006

Citation: N.H.D. Developments Limited v Mclean, 2023 ONLTB 22458

Date: 2023-02-27

File Number: LTB-L-037331-22

In the matter of: 0211, 20 BROADOAKS DR
NORTH YORK ON M3J1E2

Between: N.H.D. Developments Limited Landlord

And

Christine Mclean Tenant

N.H.D. Developments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Christine Mclean (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 13, 2023.

Only the Landlord's legal representative, Kenya Afolabi, 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 \$1,424.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.82. This amount is calculated as follows: \$1,424.00 x 12, divided by 365 days.
5. The Tenant has paid \$9,950.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$2,054.00.
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 \$1,378.05 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.

9. Interest on the rent deposit, in the amount of \$20.69 is owing to the Tenant for the period from January 1, 2021 to February 13, 2023.
10. At the hearing the Landlord's representative advised the Board, that the parties had arrived at a repayment plan during discussions prior to the hearing. The Tenant was unable to attend the hearing to agree to a consent order, however the Landlord's legal representative submitted the Landlord is amenable to honouring the agreement made and requested the Board accept the payment arrangement under s. 83 for relief of eviction.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including that the Landlord is amenable to the repayment plan that provides the Tenant additional time to pay the arrears, and I find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
13. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,240.00, which represents the arrears of rent and costs outstanding for the period ending February 28, 2023 upon the following terms:
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 of this order in accordance with the following schedule:
 - (a) \$407.50 on or before February 20, 2023; and
 - (b) \$1,832.50 on or before March 20, 2023.
3. Commencing on March 1, 2023 and continuing for the duration of the outstanding arrears, the Tenant shall also pay to the Landlord new rent in full on or before first business day of each month.
4. If the Tenant fails to make any of the payments in accordance with paragraph 1 of this order, 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 1 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.

February 27, 2023
Date Issued

Greg Brocanier
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2023

Rent Owing To February 28, 2023	\$12,004.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,950.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$2,240.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 10, 2023

Rent Owing To March 31, 2023	\$13,428.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,950.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$3,664.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,188.66
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,950.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,378.05
Less the amount of the interest on the last month's rent deposit	- \$20.69
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$25.92
Plus daily compensation owing for each day of occupation starting February 14, 2023	\$46.82 (per day)