



Order under Section 69 Residential Tenancies Act, 2006

Citation: premi v Lamb, 2023 ONLTB 22634

Date: 2023-02-22

File Number: LTB-L-037936-22

In the matter of: Ground Floor Unit, 10 Ash St Oshawa,
ON L1H1X6

Between: Premier Holdings Canada and Waqar Ahmed Landlords

And

Jennifer Irene Lamb Tenant

Premier Holdings Canada and Waqar Ahmed (the 'Landlords') applied for an order to terminate the tenancy and evict Jennifer Irene Lamb (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 14, 2023.

The Landlord, Waqar Ahmed, the Tenant and the Tenant's support person, Matt Sullivan, attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the commencement of the hearing.

Determinations:

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Nonpayment 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 monthly rent is \$1,100.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.

5. The Tenant has paid \$4,750.00 to the Landlords since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$6,713.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. See Schedule 1 for details.
8. There is no last month's rent deposit.
9. The Tenant requested relief from eviction by proposing a repayment plan for the arrears and filing fee owing, which is \$6,986.00 up to February 28, 2023. The proposal is for the Tenant to pay monthly rents on time when they become due, along with an additional \$300.00 to go toward the arrears/filing fee.
10. It was explained that the Tenant has gone through a divorce and is currently securing a debt consolidation loan from *LendDirect*. The loan is expected to be secured in 4-6 weeks of time. The Tenant stated she will pay the Landlords her arrears once the debt consolidation loan is received. It was not made clear to me whether the loan would be able to address the entire amount owing. The Landlord present was able to provide their response to the requested payment plan.
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. I explained to the parties present that if the Tenant fails at any point to comply with the order given below, then the Landlords would have the right under section 78 of the Act to file for termination of the tenancy because of the breach/non-compliance.

It is ordered that:

1. The Landlords' application for eviction of the Tenant is denied on the condition that the Tenant shall pay to the Landlords \$6,986.00, which represents the rent (and filing fee) owing up to and including February 28, 2023.
2. The Tenant shall make the following payments to the Landlords in respect of the monies owing under paragraph 1 of this order:
 - a) **\$300.00 (arrears)** on or before **March 1, 2023** and every month thereafter on/before the 1st day of each corresponding month for a total of 23 months, up to and including **January 1, 2025**;
 - b) **\$86.00 (balance of arrears)** in the 24th month, namely on or before **February 1, 2025** ; and
 - c) The Tenant shall **also** pay the Landlords the lawful monthly rents starting on **March 1, 2023** and continuing monthly up to and including **February 1, 2025** in full, on or before the first (1st) day of each corresponding month.

3. If the Tenant is successful in securing a debt consolidation loan which she indicated would likely be secured, the Tenant agreed and is so directed to pay as much as possible from that loan to the Landlords, so as to bring the balance of the arrears (and filing fee) owing to as close to zero as possible, and thus reduce the 24 months payment plan to a shorter period of time.
4. If the Tenant fails to make any of the payments in accordance with paragraph 2 of this order, and by the dates required, then:
 - a) The Landlords 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 Landlords must make the application within 30 days of a breach of a payment condition set out in paragraph 2 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 22, 2023

Date Issued

Alex Brkic

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 the Landlord to continue the tenancy

Rent Owing To February 28, 2023	\$11,550.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,750.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$6,986.00

2023 ONL TB 22634 (CanLII)