



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

**Citation:** Hazelview Property Services Inc. v Goodwin, 2023 ONLTB 21868

**Date:** 2023-02-22

**File Number:** LTB-L-036505-22

**In the matter of:** 501, 141 MAIN ST S  
BRAMPTON ON L6Y1N3

**Between:** Hazelview Property Services Inc. Landlord

**And**

Juwietha Goodwin and Omar Panton Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Juwietha Goodwin and Omar Panton (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, Sean Beard, 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 \$1,155.12. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.98. This amount is calculated as follows: \$1,155.12 x 12, divided by 365 days.
5. The Tenant has paid \$6,350.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$4,044.07.
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 \$1,139.34 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 \$30.37 is owing to the Tenant for the period from July 15, 2021 to February 13, 2023.
10. At the hearing the Landlord's legal representative advised the Board, that the parties had arrived at a repayment plan. The Landlord's representative submitted that the Tenants and the Landlord had an arrangement in place and the Tenants were aware of the hearing through communication with the Landlord's legal representative. The Landlord's legal representative submitted the Tenants were not sure if they could attend the hearing but wanted to proceed with the payment arrangement.
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 \$4,230.07, 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:

The Tenant shall pay this amount:	The Tenant shall pay on or before this date:
\$352.50	March 15, 2023
\$352.50	April 15, 2023
\$352.50	May 15, 2023
\$352.50	June 15, 2023
\$352.50	July 15, 2023
\$352.50	August 15, 2023

\$352.50	September 15, 2023
\$352.50	October 15, 2023
\$352.50	November 15, 2023
\$352.50	December 15, 2023
\$352.50	January 15, 2024
\$352.57	February 15, 2024

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 22, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 6, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**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	\$10,394.07
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,350.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$4,230.07</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 5, 2023**

Rent Owing To March 31, 2023	\$11,549.19
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,350.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$5,385.19</b>

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

Rent Owing To Hearing Date	\$9,732.69
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,350.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,139.34
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$30.37
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$2,398.98</b>
Plus daily compensation owing for each day of occupation starting February 14, 2023	\$37.98 (per day)