



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Alanwoko, 2023 ONLTB 20084

Date: 2023-02-21

File Number: LTB-L-036264-22

In the matter of: 1107, 33 FALBY CRT
AJAX ON L1S3R3

Between: Homestead Land Holdings Limited Landlord

And

Jude Alanwoko Tenants
Tangie Alanwoko

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Jude Alanwoko and Tangie Alanwoko (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 2, 2023. The Landlord's representative, Tanya Rose, and one Tenant, Jude Alanwoko, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End the Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,987.32. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.34. This amount is calculated as follows: \$1,987.32 x 12, divided by 365 days.
5. The Tenant has paid \$14,700.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$1,994.84. The Tenant agreed that these rent arrears are owed to the Landlord.
7. The Landlord collected a rent deposit of \$1,950.91 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.
8. Interest on the rent deposit, in the amount of \$12.56 is owing to the Tenant for the period from November 1, 2022 to February 2, 2023.

9. The Landlord's representative submitted that the Landlord sent a letter to the Tenant on June 9, 2022 proposing an arrears repayment plan; however, the Tenant never established an arrears repayment plan with the Landlord.
10. The Tenant testified that the Landlord failed to provide him with an adequate explanation regarding the approval process for an above guideline rent increase, and that it was this miscommunication that resulted in the Tenants' rent arrears. The Tenant stated that he wanted to retain his tenancy, and that he could pay for the arrears through a repayment plan. The Tenant asserted that given the Landlord's failure to properly explain the above guideline rent increase, the Tenants should not be liable to pay the Landlord's application fee.
11. The Tenant testified further that there were no additional circumstances that should be considered in a determination of whether to provide the Tenants with eviction relief.

Relief from Eviction

12. On the basis of the evidence provided, given the relatively low dollar value of the rent arrears, the Tenants' eagerness to pay the arrears, and the Tenants' significant and regular on-going rent payments, I am satisfied that the imposition of a short duration repayment plan, rather than an eviction, would be reasonable and appropriate under the circumstances. I find that a brief repayment plan would not be unfair to the Landlord.
13. 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.

Application Fee

14. The Landlord has proven that rent arrears are owed by the Tenants. The Landlord has also proven the merits for a termination of the tenancy; although, the Tenants have been granted conditional relief from eviction. I therefore find that the Landlord has been successful in obtaining an order that substantially provides the relief asked for in the Landlord's L1 application.
15. I accept that the Tenants misunderstood and questioned their legal rent; however, the Tenants remain responsible to pay their monthly rent unless ordered otherwise by the Board.
16. For the reasons provided in paragraph 14 and 15 above, the Landlord's request for compensation of \$186.00 for the cost of the application fee is granted.

It is ordered that:

1. The Tenants shall pay to the Landlord \$2,180.84, representing rent arrears of \$1,994.84 to February 28, 2023, and the \$186.00 application fee.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

- (a) March 15, 2023 \$500.00;
- (b) April 15, 2023 \$500.00;
- (c) May 15, 2023 \$500.00; and
- (d) June 15, 2023 \$680.84.

3. The Tenants shall also pay to the Landlord the legal monthly rent on time and in full as it comes due and owing for the period of March 1, 2023 to June 15, 2023, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 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 and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after February 28, 2023.

February 21, 2023
Date Issued

Frank Ebner
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.