



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Stirling Apartment Property Inc. v Beens, 2023 ONLTB 19963

**Date:** 2023-02-21

**File Number:** LTB-L-035794-22

**In the matter of:** 5, 415 FRONT ST  
STIRLING ON K0K3E0

**Between:** Stirling Apartment Property Inc. Landlord

**And**

Fred Beens Tenant

Stirling Apartment Property Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Fred Beens (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2023. The Landlord's agent, Tais Jacques, attended the hearing. As of 9:35 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. The Landlord served the Tenant with a valid Notice to End the 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 \$1,249.82. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.09. This amount is calculated as follows: \$1,249.82 x 12, divided by 365 days.
5. The Tenant has paid \$2,884.82 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$9,154.10.
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 \$1,249.82 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 \$13.27 is owing to the Tenant for the period from September 1, 2022 to February 2, 2023.
10. The Landlord's agent testified that the Landlord offered the Tenant a repayment plan on January 27, 2023, and the Tenant advised the Landlord that a payment of an additional \$500.00 per month to pay the rent arrears would be possible. The Landlord's agent testified further that the Landlord seeks a conditional order to implement the payment plan. The Landlord's agent was not aware of any additional circumstances that should be considered in a determination of whether to provide the Tenant with eviction relief.
11. The Tenant or the Tenant's representative was not present at the hearing to provide submissions with respect to the Tenant's relief from eviction. However, given that the proposed payment plan may preserve the tenancy, and the Landlord's willingness to employ it, I find that it would not be unfair to the Landlord to grant the Tenant with relief from eviction.
12. 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.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$9,340.10, representing rent arrears of \$9154.10 to February 28, 2023, and the \$186.00 application fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - (a) For 18 months from March 2023 to August 2024, on the 15th day of each month, \$500.00; and
  - (b) On September 15, 2024, \$340.10.
3. The Tenant 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 September 15, 2024, 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 Tenant, 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 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.