



Order under Section 69 Residential Tenancies Act, 2006

Citation: Nzotungwanimana v Pearson, 2023 ONLTB 19543

Date: 2023-02-16

File Number: LTB-L-031439-22

In the matter of: 2-61 St. Lawrence
Sudbury, ON P3C 2X3

Between: Francois Nzotungwanimana and TWN GROUP LTD Landlord

And

Aleasha-Lynn Pearson Tenants
Brandon Nowacki

Francois Nzotungwanimana and TWN GROUP LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Aleasha-Lynn Pearson and Brandon Nowacki (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 30, 2023.

The Landlord and the Landlord's agent Noel Wakana attended the hearing. The Tenants attended the hearing and testified on their own behalf. The Tenants met with Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End 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 \$1,265.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.59. This amount is calculated as follows: \$1,265.00 x 12, divided by 365 days.
5. The Tenants have paid \$5,310.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$5,075.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

2023 ONLTB 19543 (CanLII)

8. The Landlord collected a rent deposit of \$1,265.00 from the Tenants 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 \$26.18 is owing to the Tenants for the period from September 26, 2020 to January 30, 2023.
10. The Tenants acknowledged the arrears and testified that due to employment issues they became behind on their rent. The Tenants testified that the Tenant Brandon Nowacki ('BN') is set to start receiving additional work from his union and will be able to pay the regular rent on time plus an additional \$300.00 a month until the arrears are paid off.
11. The Landlord does not feel that the Tenants payment plan is reasonable and is seeking for the entirety of the arrears to be repaid. The Landlord testified that the Tenants have only paid \$500.00 towards the arrears in the last three months.
12. Based on the evidence of both parties, I am satisfied that the Tenants' proposed payment plan is reasonable. The total income of both Tenants is \$2,000.00 a month and the Tenants testified that they would start making more than that once the union provides BN with additional shifts.
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.

It is ordered that:

14. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
15. The Tenants shall pay to the Landlord \$5,075.00 for arrears of rent owing up to January 31, 2023.
16. The Tenants shall pay to the Landlord the amount set out in paragraph 15 in accordance with the following schedule:
 - a) \$300.00 a month to be paid on or before the last day of each month, starting March 31, 2023, until June 30, 2024.
 - b) \$\$275.00 to be paid on or before July 31, 2024.
17. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period starting March 1, 2023, until July 1, 2024, or until the arrears are paid in full, whichever date is earliest.
18. If the Tenants fails to comply with the conditions set out in paragraphs 16 and 17 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

February 16, 2023
Date Issued

Jagger Benham
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.