



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

**Citation:** Nithiyananthan v James, 2023 ONLTB 19426

**Date:** 2023-02-08

**File Number:** LTB-L-026385-22

**In the matter of:** 18 RIDGEMORE CRES  
BRAMPTON ON L7A2L6

**Between:** Kalaivani Nithiyananthan Landlord

**And**

Kimberley James Tenant

Kalaivani Nithiyananthan (the 'Landlord') applied for an order to terminate the tenancy and evict Kimberley James (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 16, 2023.

The Landlord, the Landlord's legal representative, Subajini Niranjan, and the Tenant attended the hearing

The Landlord's application was amended to remove the name of Shaddon Smith, as a Tenant. Shaddon Smith has vacated the unit.

### **Determinations:**

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,327.60. It is due on the 1st day of each month.
4. The Tenant has paid \$7,400.00 to the Landlord since the application was filed.
5. The rent arrears owing to January 31, 2023 are \$14,620.80.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There was no dispute that the Tenant owes the Landlord the total of \$14,806.80.
8. The Tenant moved into the unit in 2018 with her boyfriend and after they ended the relationship, she had to pay the rent on her own. She lost her employment due to covid-19 pandemic. She received the CERB benefits and paid the Landlord whatever she could. She got caught up with the arrears in April 2022, but then fell into arrears again.
9. The Tenant commenced employment in July 2022 and her monthly income is around \$2,000.00. The Tenant also receives child support of \$350.00, and a child tax benefit over \$600.00. The Tenant also has a small business on the side and the income ranges from \$50.00 to \$300.00. The Tenant's daughter is employed with a monthly income under \$2,000.00.
10. The Tenant requested relief and stated that she can pay the rent when due commencing, February 1, 2023, and starting February 20, 2023, can pay \$700.00 towards the arrears. The Tenant also stated that she had \$1,200.00 and could pay it the day of the hearing.
11. The Landlord opposed the Tenant's payment plan and indicated that the Landlord is having financial difficulty paying the Landlord's expenses.
12. The Landlord requested a standard order.
13. I have considered all of the disclosed circumstances in accordance with section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenants. In this particular case, the Landlord did not reach out to the Tenant to try and arrange a payment plan.
14. 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 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 considered that the Tenant made payments for the months of May, July, and September to December 2022. This is not a case where the Tenant has failed to make any payments, despite having an income. I am of the view that the Tenant has shown good faith in wanting to continue the tenancy by making payments towards the rent.
15. At the hearing, I told the Tenant to make sure she sets aside the \$1,200.00 in the event that her payment plan is granted, as she would have to pay that amount to the Landlord.

**It is ordered that:**

1. The Tenant shall pay the Landlord \$14,806.80, which represents the arrears of rent owing up to January 31, 2023 (\$14,620.80), and the Landlord's application filing fee (\$186.00).
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

On or before February 14, 2023	\$1,200.00
On or before February 20, 2023	\$ 700.00
On or before March 20, 2023	\$ 700.00
On or before April 20, 2023	\$ 700.00
On or before May 20, 2023	\$ 700.00
On or before June 20, 2023	\$ 700.00
On or before July 20, 2023	\$ 700.00
On or before August 20, 2023	\$ 700.00
On or before September 20, 2023	\$ 700.00
On or before October 20, 2023	\$ 700.00
On or before November 20, 2023	\$ 700.00
On or before December 20, 2023	\$ 700.00
On or before January 20, 2024	\$ 700.00
On or before February 20, 2024	\$ 700.00
On or before March 20, 2024	\$ 700.00
On or before April 20, 2024	\$ 700.00
On or before May 20, 2024	\$ 700.00
On or before June 20, 2024	\$ 700.00
On or before July 20, 2024	\$ 700.00
On or before August 20, 2024	\$ 700.00
On or before September 20, 2024	\$ 306.80

3. If the Tenant has not already done so, the Tenant shall pay the February 2023 rent, on or before February 14, 2023.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2023 to September 1, 2024, or until the arrears are paid in full, whichever date is earliest.
5. 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 January 31, 2023.

**February 8, 2023**

**Date Issued**

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Debbie Mosaheb

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.