



Order under Section 69 Utilizing Section 78 Residential Tenancies Act, 2006

Citation: 100-163 Tullamoure Court Ltd. C/o Gulf Pacific Investment v Clarke, 2023 ONLTB 19184

Date: 2023-02-06

File Number: LTB-L-035521-22

In the matter of: 137 TULLAMORE CRT
BRAMPTON ON L6W1J5

Between: 100-163 Tullamoure Court Ltd. C/o Gulf Pacific Investment Landlord

And

Carona Clarke

Tenant

100-163 Tullamoure Court Ltd. C/o Gulf Pacific Investment (the 'Landlord') applied for an order to terminate the tenancy and evict Carona Clarke (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, Glenice Campbell, and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel on the hearing date.

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. As of January 1, 2023 the lawful rent is \$1,558.53. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$51.24. This amount is calculated as follows: $\$1,558.53 \times 12$, divided by 365 days.
5. The Tenant has paid \$4,682.55 to the Landlord since the application was filed.
6. The Tenant agrees that the rent arrears owing to February 28, 2023 are \$11,352.45.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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8. The Landlord collected a rent deposit of \$1,520.52 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 \$21.68 is owing to the Tenant for the period from January 1, 2022 to February 2, 2023.
10. The Landlord has been trying to work with the Tenant and has gone to exceptional lengths to work with the Tenants social worker to work out a payment plan. Despite the efforts, the Landlord has not received money directly from the Tenant since May of 2022 and has only received the social services portion of the rent. The Landlord sought a standard order for eviction on this basis.
11. The Tenant had loan debts which resulted in her filing for a consumer proposal. The Tenant indicated that she is making payments of \$200.00 per month towards the consumer proposal and hopes to be back working soon. The Tenant indicated that she was off work and on short term disability and then went onto long term disability because of suffering from issues with their mental health the past year. The Tenant proposed a large payment of \$2,000.00 by February 3rd and then an additional \$900.00 per month on the 20th until the arrears were paid in full. The Tenant also indicated that going forward they could ensure that rent was paid in full and on time because their combined household income with their daughter is about \$4,780.00 and expenses are about \$1,820.00 combined. The Tenant has resided in the rental unit since December of 2014 and the Tenant's rent is subsidized.
12. At the hearing, I provided an oral decision that I was going to grant conditional relief to the Tenant based on the payments and dates they proposed.
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:

1. The Tenant shall pay to the Landlord \$11,538.45 for arrears of rent up to February 28, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$2,000.00 on or by February 3, 2023;
 - b) \$900.00 on or before the 20th day of each month for a period of 9 consecutive months and commencing on March 20, 2023 and continuing up to and including to November 20, 2023; and
 - c) \$1,438.45 on or before December 20, 2023; and

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3. The Tenant shall also pay to the Landlord new rent on time on the first day of each month and in full as it comes due and owing for the period March 1, 2023 to December 31, 2023, 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 6, 2023

Date Issued

Terri van Huisstede
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.