



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

Citation: Santacroce v Haile, 2023 ONLTB 18953

Date: 2023-02-06

File Number: LTB-L-029671-22

In the matter of: 1127 WIGLE AVE
WINDSOR ON N9C3M9

Between: Christopher Santacroce

Landlord

And

Wagahta Zara Haile

Tenant

Christopher Santacroce (the 'Landlord') applied for an order to terminate the tenancy and evict Wagahta Zara Haile (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 18, 2023.

The Landlord's legal representative, Thomas Vanner and the Tenant attended the hearing. Also in attendance was the Tenant's daughter, Solaiana Abraha (SA) and she assisted the Tenant with translation. The Tenant consulted with Tenant Duty Counsel, prior to the hearing.

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 \$2,245.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$73.81. This amount is calculated as follows: \$2,245.00 x 12, divided by 365 days.
5. The Landlord confirmed that the Tenant paid \$9,600.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$19,115.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There was no dispute that the Tenant owes to the Landlord the total of \$19,301.00.

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9. The Landlord sought to terminate the tenancy and submitted that the Tenant had a payment plan in place but missed numerous payments even when the Tenant had a monthly income of \$5,400.00. The Landlord does not believe that the Tenant will follow through with the payments. It was also submitted that the Landlord is experiencing financial difficulty and had to borrow funds from family and friends.
10. The Tenant receives monthly benefits from Ontario Works (\$1,400.00) and child tax benefits (\$4,000.00), which totals \$5,400.00. The Tenant's daughter, SA, has a monthly income of approximately \$2,500.00.
11. The Tenant fell into arrears as they purchased a vehicle and had other expenses.
12. As I stated at the hearing, the Tenant should ensure that the rent is paid in priority to her other expenses.
13. The Tenant sought relief from eviction and stated that she can pay the rent when due starting February 1, 2023, and proposed to pay the arrears in 3 installments, on February 20, 2023, March 20, 2023 and April 20, 2023.
14. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. As such, I will give the Tenant an opportunity to save the tenancy by paying the arrears in 3 installments.
15. 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 \$19,301.00 for arrears of rent up to January 31, 2023 (\$19,115.00), and the 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 20, 2023	\$ 6,433.66
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On or before March 20, 2023 \$ 6,433.66

On or before April 20, 2023 \$ 6,433.68

3. If the Tenant has not already done so, the Tenant shall pay the rent for February 2023, on or before February 10, 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 April 1, 2023, or until the arrears are paid in full, whichever date is earliest.

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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 6, 2023

Date Issued

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.