



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

**Citation:** IMH Pool XV LP v Uthayabaskaran, 2023 ONLTB 18551

**Date:** 2023-02-02

**File Number:** LTB-L-029028-22

**In the matter of:** 302, 1475 BLOOR ST  
MISSISSAUGA ON L4X1R7

**Between:** IMH Pool XV LP Landlord

**And**

Lambotharan Uthayabaskaran Tenant

IMH Pool XV LP (the 'Landlord') applied for an order to terminate the tenancy and evict Lambotharan Uthayabaskaran (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, Sophia Enriquez, and the Tenant attended the hearing.

The Tenant spoke with 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). 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 effective January 1, 2023, is \$1,793.61. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.97. This amount is calculated as follows:  $\$1,793.61 \times 12$ , divided by 365 days.
5. The Tenant has paid \$3,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$13,042.44.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. 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. I accept that the Tenant and her mother would be homeless if the Tenant was not given an opportunity to preserve the tenancy by repaying the arrears. I accept the Tenant's submission that she can start paying more towards the arrears after five months, and that she has sought emergency help to pay off a lump sum of some of the arrears. Although the Landlord's Legal Representative disputed the Tenant being given a repayment plan because she has received standard orders for arrears and there is no with respect to repayment, I find there is little prejudice to this corporate Landlord considering the breach clause in play, to allow the Tenant the opportunity to avoid homeless.
10. Any payments made after the hearing date shall be deducted from the below amounts.
11. This order contains all the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$15,022.05, which represents the arrears of rent (\$14,836.05), and costs (\$186.00) outstanding for the period ending February 28, 2023.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
  - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

<b>Date Payment Due</b>	<b>Amount of Payment</b>
February 9, 2023 For February rent if not already paid	\$1793,61 (arrears)
February 15, 2023	\$600.00 (costs and arrears)
February 28, 2023 Money from emergency help	\$2,000.00 (arrears)
March 15, 2023	\$600.00 (arrears)
April 15, 2023	\$600.00 (arrears)
May 15, 2023	\$600.00 (arrears)
June 15, 2023	\$600,00 (arrears)
July 15, 2023	\$1,000,00 (arrears)
August 15, 2023	\$1,000,00 (arrears)

September 15, 2023	\$1,000.00 (arrears)
October 15, 2023	\$1,000.00 (arrears)
November 15, 2023	\$1,000.00 (arrears)
December 15, 2023	\$1,000.00 (arrears)
January 15, 2024	\$1,000.00 (arrears)
February 15, 2024	\$1,228.45 (arrears)

- (b) The Tenant shall also pay the Landlord the lawful monthly rent in full and on time for the period of March 1, 2023 up to and including February 1, 2024, or until the arrears are paid.
3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:
- (a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
4. The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection

**February 2, 2023**

**Date Issued**

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Diane Wade

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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

Rent Owing To February 28, 2023	\$18,336.05
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,500.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$15,022.05</b>