



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hadwyn v Parkinson, 2023 ONLTB 17094

Date: 2023-01-31

File Number: LTB-L-030754-22

In the matter of: UPPER, 1310 MONAGHAN RD
PETERBOROUGH ON K9J5M1

Between: Clinton Hadwyn Landlord

And

Micheal Parkinson Tenant

Clinton Hadwyn (the 'Landlord') applied for an order to terminate the tenancy and evict Micheal Parkinson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2023. Only the Landlord attended the hearing.

As of 2:00 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 is \$600.00.
4. Based on the Monthly rent, the daily rent/compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,790.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023, inclusive of costs of \$186.00 for filing the application, are \$10,838.00.
7. There is no last month's rent deposit.
8. I have considered all 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. The Landlord requested a conditional order based on his agreement with the Tenant.

It is ordered that:

1. The Tenant shall pay to the Landlord \$10,838.00, which represents the amount outstanding for the period ending January 31, 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:

Date Payment Due	Amount of Payment
For the period commencing March 2023 and continuing to January 2026	\$301.00 on the 15 th day of each consecutive month (costs and arrears)
On or before February 15, 2026	\$303.00 (balance of arrears)

- (b) The Tenant shall also pay the Landlord the rent for the months of February 2023 up to and including February 2026 in full, on or before the fifteenth day of each corresponding month.
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 Tenants, 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.
 - (b) 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 207(7) of the Act.

January 31, 2023
Date Issued

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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.