



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Ready 4 Rent v Fairbrother, 2023 ONLTB 17543

**Date:** 2023-01-27

**File Number:** LTB-L-028860-22

**In the matter of:** 27 HALLMARK ST  
BRANTFORD ON N3P1A6

**Between:** Ready 4 Rent Landlord

**And**

Barbara Fairbrother Tenant

Ready 4 Rent (the 'Landlord') applied for an order to terminate the tenancy and evict Barbara Fairbrother (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 18, 2023. Only the Landlord's agent, J. Schutten attended 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 is \$1,495.00. It is due on the 1st day of each month.
4. The rent arrears owing to January 31, 2023 are \$3,622.94.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.
7. 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.
8. The Landlord and Tenant signed a repayment agreement on the Board's prescribed form prior to the hearing date. Although the Tenant did not attend the hearing, the Landlord requested an order pursuant to that signed agreement. I am satisfied that had the parties both attended the hearing the matter would have likely been disposed of by this

agreement. Furthermore, issuing the payment plan as outline in the agreement is less prejudicial to the Tenant than a 'standard order'. As such the order shall issue.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$3,808.94 for arrears of rent up to January 31, 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) Commencing February 15, 2023, the Tenant shall pay \$200.00 on or before the 15<sup>th</sup> of each month. (until July 15, 2024).
  - b) The Tenant shall pay \$208.94 on or before August 15, 2024.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2023 to August 1, 2024, 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 January 31, 2023.

**January 27, 2023**

**Date Issued**

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Curtis Begg

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.