



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hazelview Properties v Charette, 2023 ONLTB 14141

Date: 2023-01-11

File Number: LTB-L-023357-22

In the matter of: 403, 8717 Riverside Drive, East
Windsor ON N8S1G6

Between: Hazelview Properties Landlord

And

Leon Charette Tenant

Hazelview Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Leon Charette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 10, 2022.

Only the Landlord's representative Tim Currie attended the hearing.

As of 1:30 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 \$935.00. It is due on the 1st day of each month.
4. The rent arrears owing to November 30, 2022 are \$1250.00

1. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
2. The Landlord submitted a payment agreement signed by the Landlord on August 15, 2022 and signed by the Tenant on August 16, 2022. The payment arrangement began on September 1, 2022 for 6 months to February 1, 2023.

Although the Tenant was not in attendance to verify signing the agreement, as the agreement was favourable to the Tenant by granting an opportunity to preserve the tenancy, I agreed to

issuing the proposed payment plan. 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: .

3. The Tenant shall pay to the Landlord \$1250.00 rent arrears owing and the application filing fee of \$186.00. The total the Tenant owes the Landlord is \$1436.00.
4. The Tenant shall pay to the Landlord \$1436.00 as set out below:
 1. December 1, 2022: a payment of: \$553.78
 2. January 1, 2023: a payment of \$553.78
 3. February 1, 2023: a final payment of \$514.54

4. CONSEQUENCES OF BREACH: If the Tenant does not make any of the payments required in paragraphs 2 or 3 in full and on time:

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 condition set out in paragraph 2 or 3.

January 11, 2023
Date Issued

Maria Shaw
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.