



## Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

**Citation:** M.F. Arnsby Property Management Ltd. v Harvie, 2023 ONLTB 14047

**Date:** 2023-01-03

**File Number:** LTB-L-010773-22-RV

**In the matter of:** 43, 990 HURON ST  
LONDON ON N5Y4K6

**Between:** M.F. Arnsby Property Management Ltd. Landlord

**And**

Nancy Harvie Tenant

### Review Order

M.F. Arnsby Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Nancy Harvie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-010773-22 issued on October 10, 2022.

On December 2, 2022, the Tenant requested a review of the order.

This application was heard by videoconference on December 22, 2022.

The Landlord's agent, Gaetana Lewis, the Landlord's legal representative, Laura Groshok, and the Tenant attended the hearing.

### Determinations:

1. I am satisfied that the Tenant was not reasonably able to participate in the proceedings because she did not receive the notice of hearing from the Board. As a result, I cancelled order LTB-L-010773-22 issued on October 10, 2022 and proceeded to hear the Landlord's application.
2. The Tenant did not contest that the arrears owing up to December 31, 2022 are \$12,360.00.
3. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
4. 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 am mindful that the payment plan ordered below is exceptionally long however I find it to be appropriate under the difficult circumstances in this case. The best interests of the four children living in the rental unit, many with disabilities, spoke strongly in favour of granting relief from eviction. The payment plan's potential for making the Landlord financially whole and the benefits of a section 78 clause also spoke in favour of the payment plan.

**It is ordered that:**

1. The request to review order LTB-L-010773-22 issued on October 10, 2022 is granted and the order is cancelled and replaced by this order.
2. The Tenant shall pay to the Landlord \$12,546.00 for arrears of rent up to December 31, 2022 and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - a) \$400 on the 20<sup>th</sup> of each month starting **January 20, 2023** up to and including **July 20, 2025**, and
  - b) \$146.00 on **August 20, 2025**.
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 **January 2023 to August 2025**, or until the arrears are paid in full, whichever date is earliest.
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 December 31, 2022.

**January 3, 2023**  
**Date Issued**

Richard Ferriss  
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.