



Order under Section 69 Residential Tenancies Act, 2006

Citation: Vero Leasing Inc. v Rathfelder, 2022 ONLTB 14248

Date: 2022-12-09

File Number: LTB-L-021420-22

In the matter of: 2, 70 Eagle Ave
Brantford ON N3S1Y9

Between: Vero Leasing Inc. Landlord

And

Isabella Rathfelder Tenant

Vero Leasing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Isabella Rathfelder (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 27, 2022. The Landlord's legal representative J. Struthers and the Tenant 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 \$779.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$25.61. This amount is calculated as follows: \$779.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$4,451.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

8. The Tenant requested relief from eviction with a 6-month payment plan for the arrears. She testified that due to mental health issues which were not being properly managed, she struggled to manage her affairs. She testified that she often forgot to pay her rent and other bills. The Tenant testified that her health is now being monitored by her physician and she is receiving support as well as medication to manage her illness. The Tenant also testified that her parents assist her with basic living expenses such as food and gas on a monthly

basis. The Tenant is employed. In review of the Tenant's income and expenses, I find that she is not reasonably able to re-pay the arrears in 6 months however, I do find that it would be manageable over 10 months.

9. The Landlord was opposed to a payment plan because the Tenant has only made one payment toward the arrears since the application was filed and has concerns of the Tenant's ability to pay the rent going forward. Therefore, the Landlord requested a standard order.
10. 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 the Tenant's poor health management caused her to have issues managing her financial and personal affairs. Now that she is receiving medical intervention, medication and support services, I find that it is appropriate to afford the Tenant an opportunity to preserve the Tenancy. Therefore I 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:

1. The Tenant shall pay to the Landlord \$4,637.00 for arrears of rent up to October 31, 2022 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$500.00 on the 15th day of each month commencing November 15, 2022 through July 15, 2023.
 - b) Final payment of \$137.00 on August 15, 2023.
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 November 1, 2022 to August 1, 2023, 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 October 31, 2022.

December 9, 2022
Date Issued

 Donna Adams
 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on June 21, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.