



Order under Section 69 Residential Tenancies Act, 2006

Citation: Drewlo Holdings Inc. v Jarvis, 2022 ONLTB 14015

Date: 2022-12-06

File Number: LTB-L-029983-22

In the matter of: 109, 420 North St
London ON N6K2H6

Between: Drewlo Holdings Inc. Landlord

And

Dana Jarvis Tenant

Drewlo Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Dana Jarvis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 24, 2022. Only the Landlord's legal representative C. Philip attended the hearing. As of 10:14 am, 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 \$981.64. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.27. This amount is calculated as follows: \$981.64 x 12, divided by 365 days.
5. The Tenant has paid \$4,908.20 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$981.64.
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 Landlord's legal representative testified that there have been ongoing communications with the Tenant regarding resolution of the arrears. She testified that the Tenant originally missed one month's rent payment, when the Tenant advised the Landlord that she had

experienced a death in her immediate family and was unable to pay rent that month. The legal representative testified that the Tenant offered \$100.00 per month as a repayment of the arrears, however she failed to make any payments. She further testified that the Tenant later offered a reduced payment of \$50.00 monthly, to which the Landlord counter-offered the Tenant with a \$75.00 monthly payment plan. The Tenant did not respond to the counter offer.

9. The Landlord is not opposed to a payment plan in the interest of preserving the Tenancy and affording the Tenant an opportunity to repay the arrears. The Tenant has been making prompt monthly payments otherwise. The Landlord seeks for the repayment to be \$75.00 monthly, because the Tenant has failed to make any effort to repay the arrears since the time of filing the application. Also, as noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear her evidence regarding her circumstances.
10. The evidence before me is that the Tenant originally offered \$100.00 per month to repay the arrears, but she failed to do so. I find the Landlord's request for a repayment plan of \$75.00 per month to be reasonable in the circumstance.
11. 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:

1. The Tenant shall pay to the Landlord \$1,167.64 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) \$75.00 per month on the 20th day of each month commencing December 20, 2022 through February 20, 2024.
 - b) Final payment of \$42.64 on March 20, 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 December 1, 2022 to March 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 October 31, 2022.

December 6, 2022
Date Issued

Donna Adams
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

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