



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Q Res IV Operating GP Inc. v Whyte, 2022 ONLTB 13770

Date: 2022-12-02

File Number: LTB-L-013940-22

In the matter of: 1507, 80 MORNELLE CRT
SCARBOROUGH ON M1E4P8

Between: Q Res IV Operating GP Inc. Landlord

And

Tassandra Whyte Tenant

Q Res IV Operating GP Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tassandra Whyte (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 14, 2022. The Landlord's legal representative S. Sciulli 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 \$1,603.10. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.70. This amount is calculated as follows: \$1,603.10 x 12, divided by 365 days.
5. The Tenant has paid \$3,600.00 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears owing to September 30, 2022 are \$9,564.30.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,588.67 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$57.41 is owing to the Tenant for the period from July 12, 2019 to September 14, 2022.

RELIEF FROM EVICTION

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 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.
11. During the hearing the Tenant testified that she would like to remain in the unit and proposed a payment plan. The plan was essentially that she would pay an additional \$700.00 each month, until the arrears are paid in full and rent on time while under the plan. It would take the Tenant approximately 14 months to pay back the arrears. The Landlord opposed the plan submitting that the amount of time is excessive given the circumstances.
12. I can understand some of the frustration the Landlord may have with respect to the length of the proposed plan, however the Landlord did not lead sufficient evidence to establish that they would suffer any severe prejudice by me imposing the plan.
13. I spent a considerable amount of time with the Tenant canvassing their income and expenses. It is clear that some of the arrear's stem from poor financial budgeting of the Tenant, but notwithstanding that- the Tenant does have the income to support the monthly rent and the plan. I therefore find that the tenancy is still viable.
14. The Tenant has been living in the rental unit since 2018, she is a single mom who has a 7-year-old residing with her. Given the length of the tenancy and the Tenant's circumstances, I am granting her plan to allow her the opportunity to preserve her tenancy. Relief from eviction is granted, subject to the conditions set out below.

It is ordered that:

1. The Tenant shall pay to the Landlord \$14,559.60 for arrears of rent up to December 31, 2022, and costs.
2. The Landlord shall deduct any payments the Tenant has paid since the hearing from the total set out in paragraph 1.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) The Tenant shall pay her full monthly rent on or before December 8, 2022.
 - b) Commencing December 21, the Tenant shall pay \$700.00 on or before the 21st of each month, for a period of 18 months (until June 21, 2024).
 - c) The Tenant shall pay \$356.50 on or before July 21, 2024.
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 1, 2022 to July 1, 2024, 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 September 30, 2022.

December 2, 2022

Date Issued

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 13, 2022

Rent Owing To December 31, 2022	\$17,973.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total the Tenant must pay to continue the tenancy	\$14,559.60

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