



Order under Section 69 Residential Tenancies Act, 2006

Citation: Weston Property Management v Anderson-Martin, 2022 ONLTB 13371

Date: 2022-11-30

File Number: LTB-L-019256-22

In the matter of: 2101, 1775 WESTON RD
YORK ON M9N3P8

Between: Weston Property Management Landlord

And

Pauline Anderson-Martin, Renae Campbell Tenant

Weston Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Pauline Anderson-Martin, Renae Campbell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 24, 2022.

The Landlord's representative Alistair Trent 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 \$1,327.76. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.65. This amount is calculated as follows: \$1,327.76 x 12, divided by 365 days.
5. The Tenant has paid \$4,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$14,438.48.
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 \$1,264.00 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 \$114.80 is owing to the Tenant for the period from May 1, 2016 to October 24, 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 pursuant to subsection 83(1)(a) of the Act.
11. The Tenant requested that I grant relief from eviction in the form of a twenty-month payment plan. The Tenant claims she had financial difficulties paying the rent when she was deemed ineligible to receive monthly Ontario works benefits of \$1009.00. She has three young children and will begin to receive Ontario works benefits from October 2022. She is currently receiving \$1,200.00 child tax benefits for her children and \$500.00 from her mother, Pauline Anderson-Martin.
12. The Landlord opposed the Tenant's request. The Landlord expressed doubt about the Tenants' ability to pay because she is not working and that a 20-month payment plan is too long.
13. On balance, I find that granting a fifteen-month payment plan in these circumstances is appropriate and fair to both parties as it allows the Tenant to make a monthly payment in a shorter period as requested by the Landlord. Any prejudice to the Landlord will be alleviated by a requirement to pay the rent arrears in accordance with the payment schedule and future rent on time, failing which the Landlord can apply without notice to the Tenant for an ex parte order terminating the tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$13,001.81 for arrears of rent up to November 30, 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) \$1,063.48 by December 20, 2022;
 - b) \$1,063.48 by January 20, 2023;
 - c) \$1,063.48 by February 20, 2023;
 - d) \$1,063.48 by March 20, 2023;
 - e) \$1,063.48 by April 20, 2023;
 - f) \$1,063.48 by May 20, 2023;
 - g) \$1,063.48 by June 20, 2023;
 - h) \$1,063.48 by July 20, 2023;
 - i) \$1,063.48 by August 20, 2023;
 - j) \$1,063.48 by September 20, 2023;
 - k) \$1,063.48 by October 20, 2023;
 - l) \$1,063.48 by November 20, 2023;
 - m) \$1,063.48 by December 20, 2023;
 - n) \$1,063.48 by January 20, 2024;
 - o) \$1,063.48 by February 20, 2024; and

p) \$1,063.48 by 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 01, 2022, to February 20, 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 August 31, 2021.
5. The balance owing under paragraph 1 of this order, along with accrued interest, shall become payable on the day following the date of default. The money owing shall bear post judgment interest at a rate of 2 percent per annum on the balance outstanding.

November 30, 2022
Date Issued

Percy Laryea
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 November 30, 2022

Rent Owing To November 30, 2022	\$19,866.24
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,100.00
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	\$15,952.24

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 11, 2022

Rent Owing To December 31, 2022	\$21,194.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,100.00
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	- \$0.00
Total the Tenant must pay to continue the tenancy	\$17,280.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$18,258.32
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,100.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,264.00
Less the amount of the interest on the last month's rent deposit	- \$114.80
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 amount owing to the Landlord	\$12,965.52
Plus daily compensation owing for each day of occupation starting October 25, 2022	\$43.65 (per day)