



Order under Section 69 Residential Tenancies Act, 2006

Citation: Starlight Canadian Residential Growth Fund v Joncas, 2022 ONLTB 12989

Date: 2022-11-30

File Number: LTB-L-020087-22

In the matter of: 902, 2801 Jane Street
North York ON M3N2H8

Between: Starlight Canadian Residential Growth Fund Landlord

And

Mary Joncas Tenant

Starlight Canadian Residential Growth Fund (the 'Landlord') applied for an order to terminate the tenancy and evict Mary Joncas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 25, 2022.

The Landlord's Legal Representative, S. Beard 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 \$1,151.65. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.86. This amount is calculated as follows: \$1,151.65 x 12, divided by 365 days.
5. The Tenant has paid \$5,630.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$3,942.50.
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 \$1,054.26 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 \$10.33 is owing to the Tenant for the period from January 1, 2022 to October 25, 2022.

Relief from Eviction

10. The Tenant testified that her daughter-in-law was in a head on collision in July and is currently still in the hospital in a coma. As a result, she quit her job in July and she is taking care of her two grandchildren, and she will be taking care of the third grandchild once they are out of the hospital. She testified that she has no one to help her as her son is in jail, and her other family is in Nova Scotia. She is on E.I , and received her first cheque two weeks ago. She testified that she has been living in the building for 15 years. She testified that the Children's Aid Society is assisting her in getting the Child Tax Credit for her grandchildren, and she should be in receipt of that next month.
11. The Tenant suggest a payment plan that would see the arrears paid off in approximately 12 months. She testified that she will pay a lump sum payment \$849.00 on November 1, 2022, and then every month after that she will pay \$279.00 until the arrears are paid in full.
12. The Landlord's Representative submits that the Tenant has not had a zero balance since 2019. He submits that the Landlord is seeking a standard order.
13. This is a long-standing tenancy; the Tenant has lived in the unit for approximately 15 years. Due to the unfortunate circumstance regarding her daughter-in-law, the Tenant is now caring for her 2 grandchildren and will be caring for a third once they are released from the hospital. Based on the circumstances, and with the notion that the Tenant will be receiving the Child Tax Credit for her grandchildren by next month, I find that the payment plan that the Tenant is suggesting to be reasonable. I am mindful of the Landlord's submissions regarding the history of this tenancy and I appreciate that granting this payment plan may occasion some prejudice to the Landlord, however I find that the prejudice to the Tenant is greater. The Tenant testified that she would have no where to go with her grandchildren if she were to be evicted, and she does not have any family that can help her out. If the Tenant fails to make any payments in accordance with this order, the Landlord can enforce their rights pursuant to section 78 of the Act.
14. 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 \$5,094.15 for arrears of rent up to November 30, 2022 and \$186.00 in costs. The total amount the Tenant owes to the Landlord is \$5,280.15, less any payments since the hearing.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - On or before November 1, 2022, the Tenant shall pay to the Landlord \$849.00. The Tenant suggested that this payment would be made on November 1, 2022 at the

hearing. The Tenant was advised at the hearing to make this payment whether she was in receipt of this order or not.

- Starting on December 1, 2022, the Tenant shall pay to the Landlord \$279.00 on or before the 1st day of every month until February 1, 2024.
 - On or before March 1, 2024, the Tenant shall pay to the Landlord \$246.15
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 starting on 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 November 30, 2022.

November 25, 2022
Date Issued

Emily Robb
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.