



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

Citation: Bristow v Henry, 2022 ONLTB 12978

Date: 2022-11-25

File Number: LTB-L-021510-22

In the matter of: 37 Clifford Street
Amherstview, ON K7N 1Y6

Between: Sandra Bristow Landlord

And

Victoria Henry Tenant

Sandra Bristow (the 'Landlord') applied for an order to terminate the tenancy and evict Victoria Henry (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 agent Dru Morgan, and the Landlord’s Legal Representative Lorri McCullough attended the hearing on behalf of the Landlord. The Tenant attended the hearing on her own behalf and spoke with Tenant Duty Counsel prior to 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 \$1,821.60. It is due on the 1st day of each month.
4. The Tenant has paid \$9,281.00 to the Landlord since the application was filed.
5. The rent arrears owing to October 31, 2022 are \$5,291.40.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The total amount the Tenant owes the Landlord is \$5,477.80 (\$5,291.40 + \$186.00).
8. The facts with respect to this matter are not in dispute. What is in dispute is the proposed payment plans requested by both parties.
9. The Landlord’s Legal Representative requested a monthly payment plan of \$456.58 per month for 12 months, as she submitted that the Landlord is “not in the business of interest free loans”.

10. The Tenant requested a monthly payment plan of \$275.00 per month for a period of 20 months, as she is a single mother who does not receive child support, and that she cannot promise that she can pay an additional \$458.58 per month towards the rent arrears as she needs to pay for her utilities, plus her vehicle and food expenses.
11. That said, the Tenant started a new position with the federal government, and she plans on repaying all of the arrears within the next 12 months. The Tenant testified that she receives an overtime payment on her third pay after the overtime is accumulated and that she plans on making lump sum payments to repay the arrears.
12. The Tenant testified that the overtime is sporadic and was unable to provide a specific amount that she would be able to make in lump sum payments. In fact, the Tenant had only just started the position and was unable to provide a specific monthly income, other than the first two pay cheques she received were \$1,600.00 and \$1,500.00, respectively.
13. Having heard the evidence of both parties, I find that a 16-month payment plan of \$342.36 to be paid on the 24th of each month is reasonable based on the evidence of the Tenant and the Landlord's Legal Representative. This amount should allow the Tenant the ability to pay her other expenses while still giving her the opportunity to pay off all of the arrears in a shorter amount of time.
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 pursuant to subsection 83(1)(a) of the Act.

It is ordered that:

15. The Tenant shall pay the Landlord \$5,477.80 as follows:
 - a) In addition to the regular lawful rent, \$342.36 on the 24th of each month from December 24, 2022, until February 24, 2024.
 - b) \$342.40 on March 24, 2024.
16. If the Tenant does not make the payments in accordance with this order, the Landlord may apply to the Board under s. 78 of the Act without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant's failure to make a payment. As part of the application, the Landlord can also request an order for new arrears, NSF cheque fees and related administrative charges and the cost of filing the application.

November 25, 2022

Date Issued

Jagger Benham

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.

