



Order under Section 69 Residential Tenancies Act, 2006

Citation: 12631521 Canada Inc. v Trudeau, 2022 ONLTB 12507

Date: 2022-11-22

File Number: LTB-L-017154-22

In the matter of: 1, 802 BONNEY ST
SAULT STE. MARIE ON P6C1A3

Between: 12631521 Canada Inc. Landlord

And

Janet Trudeau Tenant

12631521 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Janet Trudeau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 11, 2022.

The Landlord's Legal Representative, J. Dean 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 \$961.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.61. This amount is calculated as follows: \$961.40 x 12, divided by 365 days.
5. The Tenant has paid \$5,860.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$4,154.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction

9. The Tenant testified that since the spring of 2022, she has had to attend medical appointments on a monthly basis in another town to get care for a medical condition.

Because of the distance she had to travel, she had to spend money on motel rooms and gas. She testified that she is not going as frequently anymore. She testified that her son, who lives with her, just started working again and can contribute to the household. She lives in the unit with her two grandchildren and her son.

10. The Tenant suggested a payment plan that would see the arrears paid off in approximately 9 months. The Tenant testified that she will pay her monthly rent as it becomes due and make a payment of \$500.00 on the 20th day of every month until the arrears are paid in full.
11. The Landlord is seeking a standard order.
12. Based on the evidence before me, I find that a payment plan in this situation is reasonable and affordable to the Tenant. After going through the Tenant's income versus her monthly expenses, she has presented a payment plan that is both reasonable and affordable for her. The Tenant has been making an effort towards paying the arrears since the application was filed and although I am mindful of the Landlord's representative's submission that the Tenant's efforts have been somewhat sporadic, I find that the Tenant's medical circumstances have been a contributing factor for the arrears, and she has made adjustments to her treatment plan so that she is not spending as much money to get medical treatment. The Tenant has custody of her 2 grandchildren, and I find that the prejudice that the Tenant would suffer if I terminated the tenancy outweighs that of the Landlord. If the Tenant fails to stick to the payment plan she has suggested, the Landlord can enforce their rights pursuant to sec. 78 of the Act.
13. 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 \$5,115.40 for arrears of rent up to November 30, 2022 and \$186.00 in costs. The total amount owing to the Landlord is \$5,301.40
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - Starting on November 20, 2022, the Tenant shall pay \$500.00 to the Landlord on or before the 20th day of every month until August 20, 2023
 - On or before September 20, 2023, the Tenant shall pay \$301.40 to the Landlord.
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 November 1, 2022 to September 1, 2023 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 22, 2022

Issued

Date

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.