



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ecuhome Corporation v Oakie, 2022 ONLTB 12263

Date: 2022-11-21

File Number: LTB-L-050282-22

In the matter of: 202, 879 Broadview Avenue
Toronto Ontario M4K2P9

Between: Ecuhome Corporation Landlord

And

Kimio Oakie Tenant

Ecuhome Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kimio Oakie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 10, 2022. Only the Landlord's agent Lystra Alexander attended the hearing. As of 10:30am, the Tenant was not present, despite being served with notice of hearing by the Board.

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 \$410.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$13.48. This amount is calculated as follows: \$410.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,370.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2022 are \$700.00.
7. The Landlord incurred costs of \$201.00 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. 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.
10. At the hearing, the Landlord's agent stated the Landlord is not seeking termination of tenancy, but rather a repayment plan to allow the Tenant to pay the arrears in full and preserve their tenancy.
11. The Landlord proposed a repayment plan consisting of arrears payments of \$50.00 per month. I find it would not be unfair to impose the Landlord's request considering that the Tenant was not present at the hearing to propose an alternative request.

It is ordered that:

1. The Tenant shall pay to the Landlord for \$901.00 which includes arrears of rent up to November 30, 2022, and the cost of filing the application.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$50.00 on or before the 1st day of each month commencing December 1, 2022 and continuing until April 1, 2024.
 - b) \$51.00 on or before May 1, 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 of December 1, 2022 to May 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 21, 2022
Date Issued

Fabio Quattrociochi
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.