



Order under Section 69 Residential Tenancies Act, 2006

Citation: Riocan Real Estate Investments Partnership Ten LP v Restrepo, 2022 ONLTB 11972
File Number: LTB-L-022490-22

In the matter of: 2010, 15 ROEHAMPTON AVE
TORONTO ON M4P0C2

Between: Riocan Real Estate Investments Partnership Landlord
Ten LP

And

Veronica Restrepo Tenant

Riocan Real Estate Investments Partnership Ten LP (the 'Landlord') applied for an order to terminate the tenancy and evict Veronica Restrepo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 8, 2022.

The Landlord's Agent S. Lyle and the Tenant attended the hearing. Landlord's Legal Representative M. Ciobotaru was also present.

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 \$1,640.20. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.92. This amount is calculated as follows: $\$1,640.20 \times 12$, divided by 365 days.
5. The Tenant has paid \$9,474.00 to the Landlord since the application was filed.
6. The Landlord claimed that the rent arrears owing to November 30, 2022 are \$4,588.00.
7. The Tenant stated that on or around the starting of November, the Property Manager told her she owed \$3,124.80 in arrears, which is different than what was claimed in the L1/L9 update sheet. The Landlord's Agent testified that there was a discrepancy in the ledger due to June's rent. June's rent was charged and then reversed so the amount that the Tenant was given was an oversight by the Property Manager and did not include June's rent arrears.

8. Since the Tenant did not have any evidence of additional payments made, I am satisfied that the amount claimed by the Landlord as per the L1/L9 update sheet is likely correct.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,564.00 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.
11. Interest on the rent deposit, in the amount of \$14.60 is owing to the Tenant for the period from July 1, 2021, to November 8, 2022.
12. 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) of the Act.
13. The Tenant agreed to meet up with the property manager to reconcile all the payments. The Tenant stated that she could make additional payments to cover the rent arrears over a six-month period. The Landlord's Agent agreed to the Tenant's payment plan

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,774.00 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) On or before December 20, 2022	\$795.67
b) On or before January 20, 2023	\$795.67
c) On or before February 20, 2023	\$795.67
d) On or before March 20, 2023	\$795.67
e) On or before April 20, 2023	\$795.67
f) On or before May 20, 2023	\$795.65
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 2022 to May 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 18, 2022
Date Issued

Sheena Brar
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.