



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

**Citation:** 1554 King Street ULC. v Sandy, 2022 ONLTB 12449

**Date:** 2022-11-17

**File Number:** LTB-L-021298-22

**In the matter of:** 109, 1554 King Street West  
Toronto ON M6K1J6

**Between:** 1554 King Street ULC. Landlord

**And**

Glenna Sandy Tenant

1554 King Street ULC. (the 'Landlord') applied for an order to terminate the tenancy and evict Glenna Sandy (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 legal representative, Catherine Salgado, 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 \$1,546.22. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.83. This amount is calculated as follows: \$1,546.22 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$12,369.76.
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 \$1,546.22 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 \$23.08 is owing to the Tenant for the period from July 31, 2020 to October 27, 2022.
10. The position of the Landlord is that they have tried to reach out to the Tenant and offer a repayment plan, with no response from the Tenant. The Landlord sends out monthly email reminders to the Tenant that there are arrears owing. The Landlord requested a standard order.
11. The Tenant does not dispute the arrears.
12. The position of the Tenant is that early in 2022, her income was affected by covid, as she is in the beauty industry as a hair stylist and business slowed and her income was negatively affected. The Tenant has been paying her lawful rent in full since the application was filed by the Landlord and requested a repayment plan for my consideration.
13. In order to determine if a payment plan was viable to preserve tenancy and allow the Landlord to receive payment for arrears in a reasonable time, the Tenant submitted financial evidence for my consideration. The Tenant's income after tax is \$4,000.00. The Tenant submitted to the Board her financial information and her total expenses are \$3,341.00, leaving a remaining balance of \$659 to put towards a repayment plan.
14. The Tenant offered a repayment plan of \$500.00 per month to pay the arrears owed to the Landlord and submitted she would pay her lawful monthly rent.

### RELIEF FROM EVICTION

15. For the following reasons I accepted the repayment plan offered by the Tenant. The Tenant has been paying her lawful rent on time and in full, since the Landlord filed the application with the Board for the original arrears. The Tenant submitted she fell into arrears due to her income being affected by covid in early spring 2022. The Tenant submitted her financial information, and based on her income and her expenses has the ability to meet the repayment plan she offered of \$500.00 per month towards the arrears.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including the impacts of COVID-19 on the parties and the arrears owing to the Landlord, and find that it would not be unfair to deny, pursuant to subsection 83(1)(b) of the Act, and I accept the repayment plan offered by the Tenant.
17. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
18. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$3,278.44, which represents the arrears of rent and costs outstanding for the period ending October 31, 2022 upon the following terms:
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 of this order in accordance with the following schedule:
  - a) \$500.00 on or before December 15, 2022;
  - b) \$500.00 on or before January 15, 2023;
  - c) \$500.00 on or before February 15, 2023;
  - d) \$500.00 on or before March 15, 2023;
  - e) \$500.00 on or before April 15, 2023;
  - f) \$500.00 on or before May 15, 2023; and
  - g) \$278.44 on or before June 15, 2023;
3. Commencing on December 1, 2022 and continuing for the duration of the outstanding arrears, the Tenant shall also pay to the Landlord new rent in full on or before first business day of each month.
4. If the Tenant fails to make any of the payments in accordance with paragraph 1 of this order, then:
  - (a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 1 of this order.
  - (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

**November 17, 2022**  
**Date Issued**

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Greg Brocanier  
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.