



Order under Section 69 Residential Tenancies Act, 2006

Citation: 502 HOLDINGS INC. v Gour, 2022 ONLTB 12028

Date: 2022-11-15

File Number: LTB-L-019384-22

In the matter of: 147, 323 SECOND AVE N
SUDBURY ON P3B3M4

Between: 502 Holdings Inc. Landlord
and
Alain Gour Tenant

502 Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Alain Gour (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 24, 2022.

The Landlord did not attend the hearing but was represented by Monique Laderoute. The Tenant attended the hearing and was self-represented.

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 \$1,669.80. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.90. This amount is calculated as follows: \$1,669.80 x 12, divided by 365 days.
5. The Tenant has paid \$5,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$9,413.00.
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 \$1,650.00 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.
9. Interest on the rent deposit, in the amount of \$19.42 is owing to the Tenant for the period from November 1, 2020 to October 24, 2022.

Section 83 considerations

10. The Tenant does not contest the arrears claimed by the Landlord, however, explained that due to circumstances related to his previous roommate, and those related to the COVID-19 pandemic, the arrears began.
11. Elaborating further the Tenant explained that previously, he had a roommate whose responsibility was to give the rent to the Landlord which was not done without his knowledge. This individual no longer resides with him as he now lives with his girlfriend and, together, they share this expense which will enable arrears and timely rent payments to be made going forward. The Tenant also explained that he had been infected on multiple occasions with COVID-19 which resulted in a loss of work time and income that contributed to the accumulation of the arrears. As he is currently working full time in the construction industry he proposes the following payment plan: (i) \$500.00 arrears payment each month in addition to the monthly rent on the date that the rent is due until the arrears are paid in full; and, (ii) a lump sum payment of \$2,000.00 within a few weeks after the date of this hearing.
12. The Landlord's legal representative submitted that in the past the Landlord made attempts to negotiate payment arrangements which had been unsuccessful and, as such, given the magnitude of arrears to date, feels that the only alternative would be for the Board to end the tenancy. In response to questions posed by the Board regarding the Tenants proposal, the Landlords feels that such a proposal would prolong the period of time needed for the arrears to be satisfied which would be prejudicial to the Landlord.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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 \$9,599.00, which represents the arrears of rent (\$9,413.00) and costs (\$186.00) outstanding for the period ending October 31, 2022.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:
 1. Beginning on or before November 22, 2022, the Tenant shall pay the Landlord \$2,000.00;
 2. The Tenant shall also pay the Landlord \$500.00 per month on or before the 1st day of each month during the period of December 1, 2022, to February 1, 2024; and
 3. The Tenant shall pay \$99.00 on or before March 1, 2024.

- (b) The Tenant shall pay the Landlord the lawful monthly rent as it becomes due on or before the 1st day of the month starting December 1, 2022 until the arrears are paid in full.
 - (c) The Tenant shall also pay the rent that became due for November 1, 2022 on or before November 22, 2022, if not already paid.
3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, 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 2 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 shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Act.

November 17, 2022
Date Issued

Emile Ramlochan
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.