



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bronsvievw Apts v Kelly, 2022 ONLTB 11114

Date: 2022-11-15

File Number: LTB-L-016793-22

In the matter of: 204, 272 Bronson Ave
Ottawa ON K1R6H9

Between: Bronsvievw Apts Landlord

And

Kristopher Kelly Tenant

Bronsvievw Apts (the 'Landlord') applied for an order to terminate the tenancy and evict Kristopher Kelly (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 29, 2022 .

Only the Landlord’s representative Rosemary Kajjouni attended the hearing.

As of 9:30 a.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$1,095.00. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.00. This amount is calculated as follows: \$1,095.00 x 12, divided by 365 days.
5. The rent arrears owing to are \$2190.00
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,095.00 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.

8. 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.
9. The Tenant made a large payment to the Landlord of \$5475.00 on August 10, 2022. The total amount the Tenant owes the Landlord is \$2376.00. Since the Tenant has made an attempt to repay the arrears and has recently made a substantial payment to the Landlord. I do not find that an eviction should be ordered at this point in time without giving the Tenant the opportunity to preserve the Tenancy with a repayment plan to the Landlord before eviction is considered. Therefore, at my discretion I am ordering the Tenant repay the Landlord according to the terms I have set out below.

It is ordered that:

10. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
11. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 1. January 15, 2023: A payment of \$198.00
 2. February 15, 2023: A payment of \$198.00
 3. March 15, 2023: A payment of \$198.00
 4. April 15, 2023: A payment of \$198.00
 5. May 15, 2023: A payment of \$198.00
 6. June, 15 2023: A payment of \$198.00
 7. July 15, 2023: A payment of \$198.00
 8. August 15, 2023: A payment of \$198.00
 9. September 15, 2023: A payment of \$198.00
 10. October 15 2023: A payment of \$198.00
 11. November 15, 2023: A payment of \$198.00
 12. December 15, 2023: A payment of \$198.00
12. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period January 1, 2023 to December 31, 2023, or until the arrears are paid in full, whichever date is earliest.

13. 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 October 1, 2023.

January 3, 2022
Date Issued

Maria Shaw
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.