



Order under Section 69 Residential Tenancies Act, 2006

Citation: Old Oak Properties Inc. v Dillabough, 2022 ONLTB 9183

Date: 2022-11-04

File Number: LTB-L-007270-22

In the matter of: 502, 1132 ADELAIDE ST N
LONDON ON N5Y2N8

Between: Old Oak Properties Inc. Landlord

And

Amy Dillabough, John Dillabough Tenants

Old Oak Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amy Dillabough and John Dillabough (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 28, 2022. Only the Landlord's agent R. King attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$943.20. It is due on the 1st day of each month.
4. The Tenants have paid \$8,173.20 to the Landlord since the application was filed.
5. The rent arrears owing to October 31, 2022 are \$1,689.02.
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 \$928.75 from the Tenants 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.

Relief from Eviction

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. Although the Tenants did not attend the hearing, the Landlord's agent testified that the Tenants verbally advised her that they could not personally attend the hearing to enter into a consent agreement due to having recently obtained new employment. However, on October 25, 2022 the parties completed, signed and filed with the Board a payment plan agreement outlining terms of payment in resolution of the matter.
10. I find that an order imposing the proposed payment plan would be less prejudicial to the Tenants than issuing a 'standard order' and the Tenants are afforded an opportunity to preserve their Tenancy and remain in the rental unit.

It is ordered that:

1. The Tenants shall pay to the Landlord \$1875.02 for arrears of rent up to October 31, 2022 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$312.50 on the 15th day of each month commencing November 15, 2022 through April 15, 2023 (6 payments).
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period November 1, 2022 to April 1, 2023, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after October 31, 2022.

November 4, 2022
Date Issued

Donna Adams
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.