



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

Citation: H & R Property Management v Mcalmont, 2022 ONLTB 10880

Date: 2022-11-03

File Number: LTB-L-019468-22

In the matter of: 1411, 20 ANTRIM CRES
SCARBOROUGH ON M1P4N3

Between: Helene Perlmann Landlords
H & R Property Management

and

Godfrey Mcalmont Tenant

Helene Perlmann (the 'Landlords') applied for an order to terminate the tenancy and evict Godfrey Mcalmont (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 Landlords did not attend the hearing but was represented by Bryan Rubin.

As of 10:27 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 Landlords' evidence.

PRELIMINARY ISSUES

1. The Landlords' legal representative made a request to amend the application to add the name of 'H & R Property Management' as a named landlord consistent with the N4 notice of termination. This request was granted.

Determinations:

1. The Landlords 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 \$1,272.74. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.84. This amount is calculated as follows: \$1,272.74 x 12, divided by 365 days.
5. The Tenant has paid \$7,740.00 to the Landlord since the application was filed.

6. The rent arrears owing to October 31, 2022 are \$3,090.33.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,257.76 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. 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 Landlords 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 Landlords \$3, 276.33, which represents the arrears of rent (\$3,090.33) and costs (\$186.00) outstanding for the period ending October 31, 2022.
2. The Landlords' application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlords in respect of the monies owing under paragraph 1 of this order:
 1. Beginning on or before November 15, 2022, the Tenant shall pay the Landlords \$200.00;
 2. The Tenant shall continue to pay the Landlords \$200.00 per month on or before the 15th day of each month during the period of December 15, 2022, to February 15, 2024; and
 3. The Tenant shall pay \$76.33 on or before March 15, 2024.
 - (b) The Tenant shall also pay the Landlords 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.
3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:
 - (a) The Landlords 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 Landlords 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 3, 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.