



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wigwamen Incorporated v Bird, 2022 ONLTB 10874

Date: 2022-11-03

File Number: LTB-L-031899-22

In the matter of: 429 PAPE AVE
TORONTO ON M4K3P3

Between: Wigwamen Incorporated Landlord

and

Tammy Bird Tenant

Wigwamen Incorporated (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Bird (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 Agents, Mary Beth Menzies and Amber Seager, were present at the hearing.

As of 2:37 p.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 \$1,247.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.00. This amount is calculated as follows: \$1,247.00 x 12, divided by 365 days.
5. The Tenant has paid \$6,235.00 since the application was filed. This includes \$1,247.00 of arrears assistance that was allocated to the Tenant.
6. The rent arrears owing to October 31, 2022 are \$1,247.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. This is a long-term tenancy. The Tenant lives in the rental unit with 4 minor children.
10. The amount of arrears has decreased since the application was filed.
11. The Landlord's Agent advised the parties agreed on a payment plan and submitted a copy of an email exchange wherein the Tenant agreed to pay \$200.00 a month for 7 months.
12. Unfortunately, the Tenant did not attend and so I could not confirm her understanding of the terms of the payment plan and was unable to issue a consent order. However, the terms are a consideration pursuant to section 83 of the *Residential Tenancies Act, 2006* (the 'Act') and proceeding in the usual course could have resulted in a voidable termination, albeit the Landlord's Agent requested an extended eviction date to December 31, 2022, if a payment plan was not granted.
13. The Landlord's Agent submissions and the email support finding the parties are amenable to working together to permit the Tenant to maintain her tenancy and pay off her arrears over the coming months at the rate of \$200.00 a month. The Landlord's Agent requested the payments be due on or before the 20th of each month.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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. The conditions reflect what the Landlord's Agent represented both parties consented to outside of the hearing and are of benefit to both parties.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,247.00 for arrears of rent up October 31, 2022 and costs in the amount of \$186.00.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
November 20, 2022	\$200.00
December 20, 2022	\$200.00
January 20, 2023	\$200.00
February 20, 2023	\$200.00
March 20, 2023	\$200.00
April 20, 2023	\$200.00
May 20, 2023	\$200.00
June 20, 2023	\$33.00

3. The Tenant 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 June 1, 2023, or until the arrears are paid in full, whichever date is earliest.
4. 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 31, 2022.

November 3, 2022
Date Issued

Rebecca Case
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.