



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Leavitt, 2022 ONLTB 10923

Date: 2022-11-02

File Number: LTB-L-010975-22

In the matter of: 404, 1431 LAKESHORE RD
BURLINGTON ON L7S1B4

Between: Homestead Land Holdings Limited Landlord

And

Candice Leavitt Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Candice Leavitt (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 30, 2022.

The Landlord's Legal Representative, T. Rose and the Tenant attended the hearing.

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 \$1,695.10. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.73. This amount is calculated as follows: \$1,695.10 x 12, divided by 365 days.
5. The Tenant has paid \$1,675.00 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2022 are \$13,460.30.
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 \$1,675.00 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.

Relief from Eviction

9. The Landlord's Legal Representative and the Tenant came before me with a consent. The Terms of the consent were that the tenant would make a \$500.00 payment on September 5, 2022, a \$4000.00 payment on September 30, 2022 and starting October 20, 2022 until December 20, 2023, a \$500 monthly payment. The final payment would be on January 20, 2023 in the amount of \$451.30.
10. The issue with this is that the total of this proposed plan is \$1,195.00 short on the total owing agreed to by the parties. This is calculated as follows:

$$\$500.00 + \$4000.00 + \$7,500 (500 \times 15) + \$451.30 = \$12,451.30.$$
11. The difference between \$12,451.30 and what is actually owing is \$1,195.00.
12. I have considered the parties intent when they came before me requesting a payment plan. The miscalculation adds 2 months on to the original payment plan. I am using my discretion 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 \$13,460.30 for arrears of rent up to August 31, 2022 and \$186.00 in costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - On or before October 5, 2022, the Tenant shall pay to the Landlord \$4,500.00
 - Rent for September 2022 shall be paid on or before October 5, 2022.
 - Starting on October 20, 2022, the Tenant shall pay to the Landlord \$500.00 on or before the 20th day of every month until March 20, 2024.
 - On or before April 20, 2024, the Tenant shall pay to the Landlord \$146.30.
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 October 1, 2022 to April 1, 2024 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 August 31, 2022.

November 2, 2022
Date Issued

Emily Robb
Member, Landlord and Tenant Board

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