



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

Citation: 505551 Ontario Ltd c/o Realstar Management Partnership v Seeley, 2022 ONLTB 10297

Date: 2022-10-26

File Number: LTB-L-013951-22

In the matter of: 302, 19C HIGH ST
FORT ERIE ON L2A5W9

Between: 505551 Ontario Ltd c/o Realstar Management Partnership Landlord

And

James Seeley Tenant

505551 Ontario Ltd c/o Realstar Management Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict James Seeley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 14, 2022. The Landlord's legal representative F. McGregor and the Tenant attended the hearing.

The Landlord 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 \$1,107.80. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.42. This amount is calculated as follows: \$1,107.80 x 12, divided by 365 days.
5. The Tenant has paid \$2,590.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$6,530.20.
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 \$1,094.80 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.
9. Interest on the rent deposit, in the amount of \$123.09 is owing to the Tenant for the period from February 1, 2015 to September 14, 2022.

RELIEF FROM EVICTION

10. 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.
11. During the hearing the Tenant testified that he would like to stay in the rental unit. He submitted that he lives in the unit with his elderly mother for 5 years and both of them are on a fixed income receiving pensions, however the Tenant does work part-time regularly. The parties and I spent considerable amount of time during the hearing going through the Tenant's income and expenses. I find that based on the figures the Tenant provided the tenancy is still viable.
12. The Tenant proposed a payment plan of \$500.00 a month until the arrears are paid. The proposed plan was approximately 14 months. The Landlord opposed the plan and submitted that there were minimal payments since the service of the Notice of Termination and stated that this would be the 4th time the Tenant has been before the Board. The previous Board file numbers are: SOL-89726-18, SOL-93210-18, SOL-12387-20, whereby the Tenant had voided all of those applications
13. After consideration of the evidence and submissions of the parties, and in an effort to preserve the tenancy, also while trying to alleviate any severe financial prejudice to the Landlord the Tenant was required to make a \$2,000.00 on or before October 3, 2022. Which would reduce the payment plan to approximately 10 months. If the Tenant made the payment, I would grant his proposed plan.
14. In accordance with the interim order issued on September 16, 2022, the Board received a post hearing submission indicating that the Tenant did in fact make the payment. As such in keeping with what was provided with at the hearing, the Tenants proposed payment plan is granted.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,824.00 for arrears of rent up to October 31, 2022, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) The Tenant shall pay \$500.00 on or before October 10, 2022.
 - b) Commencing November 1, 2022, the Tenant shall pay \$500.00 on or before the 1st of each month, for a period of 10 months. (until August 1, 2023).

- c) The Tenant shall pay \$324.00 on or before September 1, 2023.
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 September 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 October 31, 2022.

October 26, 2022
Date Issued

Curtis Begg
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 31, 2022

Rent Owing To October 31, 2022	\$10,228.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,590.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total the Tenant must pay to continue the tenancy	\$5,824.00

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