



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2278082 Ontario Limited v Hollick, 2022 ONLTB 9971

Date: 2022-10-25

File Number: LTB-L-046884-22

In the matter of: , 19000 Airport Road
Caledon Ontario L7K2H2

Between: 2278082 Ontario Limited Landlord

And

Lawrence Hollick, Lorianne (aka Lori) Hollick Tenants

2278082 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Lawrence Hollick and Lorianne (aka Lori) Hollick (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 12, 2022.

The Landlord's Legal Representative, Travis Dyk, and Lorianne Hollick for the Tenants attended the hearing.

Greg Sweetnam and Kelly Hummill attended as witnesses for the Landlord; neither testified.

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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Landlord collected a rent deposit of \$2,200.00 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.
6. Interest on the rent deposit, in the amount of \$154.94 is owing to the Tenant for the period from September 30, 2017 to October 12, 2022.
7. The Tenants have paid \$12,501.00 to the Landlord since the application was filed.

8. The Tenants do not dispute that the rent arrears owing to October 31, 2022 are \$8,599.00 plus the application filing fee of \$201.00 for a total of \$8,800.00.
9. The Landlord's Legal Representative submitted that the Landlord is seeking the standard 11-day voidable order. The Landlord has tried reaching out a number of times about entering into a repayment plan without any response from the Tenants.
10. The Tenant, Loriann Hollick (LH) submitted that the Landlord should be barred from receiving an eviction order pursuant to section 83(3)(a) of the Residential Tenancies Act, 2006 (the 'Act') because the Landlord is in substantial breach of its obligations under the Act; the Landlord received an order from the City plus the Landlord never offered any repayment plans just said the money is owed.
11. The Landlord's Legal Representative responded that the City was involved, an inspection has been done and most is completed; there is nothing major left to do. The last issue to fix is the bathroom, and the Tenants denied entry. As for offers of repayment, the Landlord's Agent discussed a repayment plan with the Tenants and asked them to propose terms; the Tenants never did this.
12. For the reasons that follow, the Tenants' request that the Landlord be denied eviction was denied. There is no evidence before the Board that disputes the Landlord's Legal Representative's submission that the City's order is almost complete, with only one-outstanding issue. For section 83(3)(a) to apply, the Landlord must be in substantial breach of its obligations at the time of the hearing; there is no evidence that this the case here. I do not consider one remaining issue, the bathroom, to be a 'substantial' breach.
13. The Tenants then requested a 36-month repayment plan, \$244.44 per month, because one is on the Ontario Disability Support Program (ODSP), and the other is on Canada Pension Plan (CPP). LH also advised that she has asked for assistance from ODSP but has not had a response yet. The Landlord's Legal Representative submitted that a 36-month repayment plan is too prejudicial to the Landlord, the Landlord is still seeking the standard order.
14. 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. The Tenants have shown considerable good faith of their intention to preserve the tenancy by substantial payments already made to the Landlord; they deserve the opportunity to save their tenancy. However, to less prejudice the Landlord, a shorter repayment plan with a lump sum at the end will be granted. The lump sum payment is less than what my understanding is the maximum ODSP will assist with, 3-months of rent. If ODSP is unable to assist or can only assist with a smaller amount, the then the Tenants have a year to make the necessary arrangements to make the final payment in full.

It is ordered that:

1. The Tenants shall pay to the Landlord \$8,800.00, which represents the arrears of rent (\$8599.99), and costs (\$201.00) outstanding for the period ending October 31, 2022.

2. The Landlord's application for eviction of the Tenant is denied on the condition that:
- (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
November 1, 2022	\$250.00 (costs and arrears)
December 1, 2022 through October 1, 2023	\$250.00 each month (towards the arrears)
November 1, 2023	\$5,800.00 (the balance of arrears)

- (b) The Tenants shall also pay the Landlord the lawful monthly rent for the months of November 1, 2022 up to and including November 1, 2023, in full, on or before the first day of each corresponding month.
3. If the Tenants fail to make any of the payments in accordance with paragraph 2, and by the dates required, then:
- (a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord 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 owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

October 25, 2022
Date Issued

Diane Wade
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.