



Order under Section 69 Residential Tenancies Act, 2006

Citation: Patil v Desrosiers, 2022 ONLTB 10034

Date: 2022-10-24

File Number: LTB-L-018352-22

In the matter of: , 86 MONTJOY CRES
BRAMPTON ON L6S3E7

Between: Tushar Patil, Tushar Patil Landlord

And

Tammy Desrosiers Tenants

Tushar Patil, Tushar Patil (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Desrosiers (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and the Tenant attended the hearing.

Determinations:

1. As a preliminary issue, Mathew Desrosiers was removed as a Tenant as he is an occupant.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,600.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to October 31, 2022 are \$16,000.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,600.00 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.

10. Interest on the rent deposit, in the amount of \$30.88 is owing to the Tenant for the period from March 5, 2021 to October 12, 2022.
11. The Landlord submitted that he is seeking a standard voidable order, but is willing to extend the date to November 30, 2022 to give the Tenant some time. He is a small Landlord and would be financially prejudiced by a long repayment plan.
12. The Tenant submitted that she is seeking a \$20-month repayment plan, \$800.00 per month with the rent. She recognizes the arrears are high and that she has not been able to make payments earlier; she got COVID-19 and was off work, then she broke her ribs, and then she got COVID again. She is in a much better place now; she is working and needs a
13. 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. I accept the Tenant's submissions about the health issues she has faced and how they affected her employment, and find she deserves a chance to preserve her tenancy. However, I find a 20-month repayment plan would be far too prejudicial to this small Landlord, therefore a shorter period will be granted with a lump sum payment at the end; this gives the Tenant time to make the necessary arrangements to make the lump sum payment.

It is ordered that:

1. The Tenant shall pay to the Landlord \$16,186.00, which represents the arrears of rent (\$16,000.00), and costs (\$186.00) 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	\$800.00 (costs and arrears)
December 1, 2022 through September 1, 2023	\$800.00 each month (arrears)
October 1, 2023	\$7,386.00 (arrears)

- (b) The Tenant shall also pay the Landlord the rent for the months of November 1, 2022 up to and including October 1, 2023 in full, on or before the first day of each corresponding month.
3. If the Tenant fails 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 Tenant, 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.

1.

October 24, 2022
Date Issued

Diane Wade
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

Rent Owing To October 31, 2022	\$16,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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 owes to October 31, 2022	\$16,186.00

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