



Order under Section 69 Residential Tenancies Act, 2006

Citation: IMH POOL XIV LP v Downey, 2022 ONLTB 9495

Date: 2022-10-24

File Number: LTB-L-016331-22

In the matter of: 611, 1485 WILLIAMSPORT DR
MISSISSAUGA ON L4X1T6

Between: IMH POOL XIV LP Landlord

And

Carmilla Downey Tenant

IMH POOL XIV LP (the 'Landlord') applied for an order to terminate the tenancy and evict Carmilla Downey (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 28, 2022.

Only the Landlord's representative M. Forrester attended the hearing.

As of 1:50pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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 \$1,505.04. It is due on the 1 day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.48. This amount is calculated as follows: $\$1,505.04 \times 12$, divided by 365 days.
5. The rent arrears owing to September 30, 2022 are \$1,000.90.
6. The Landlord collected a rent deposit of \$1,420.74 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.

Section 83

7. 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.

It is ordered that:

1. The Tenant shall pay the Landlord \$1,000.90 for arrears up to September 30, 2022 and costs.

(i) The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Between October 30, 2022 and December 30, 2022 the Tenant will make a payment towards the arrears in the amount of \$271.48 each month. This arrears payment will be made on or before the 30th day of each month. This means that the following payments will be made by the Tenant to the Landlord:

1. October 30th, 2022 a payment of \$271.48;
2. November 30th, 2022 a payment of \$271.48;
3. December 30th, 2022 a payment of \$271.48;

(ii) The final payment will be in the amount of \$186.46 and will be paid on or before January 30, 2023.

2. 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 1st, 2022 to January 1, 2023, or until the arrears are paid in full, whichever date is earliest.
3. 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 September 30, 2022.

October 24, 2022
Date Issued

Peter Nicholson
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.