



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Bozic v Skinner, 2022 ONLTB 9425

**Date:** 2022-10-19

**File Number:** LTB-L-047425-22

**In the matter of:** 6, 183 Owen Street  
Barrie Ontario L4M3H8

**Between:** Anton Bozic Landlord

**And**

Debbie Skinner Tenant

Anton Bozic (the 'Landlord') applied for an order to terminate the tenancy and evict Debbie Skinner (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 attended the hearing and was self-represented. The Tenant attended the hearing and was self-represented.

### 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 \$781.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$25.68. This amount is calculated as follows: \$781.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. It is undisputed that the rent arrears owing to October 31, 2022 are \$6,248.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$710.00 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.
9. Interest on the rent deposit, in the amount of \$86.19 is owing to the Tenant for the period from October 1, 2014 to October 12, 2022.

Section 83 considerations

10. The Landlord testified that as a retired, small landlord, he is dependent on the rental income from the Tenant. Elaborating further, he stated that the tenancy commenced on and around October 2014, and since that time, the Tenant has paid rent late in total 61 times, all of which impairs his ability to maintain the property.
11. The Tenant testified that since February of 2022, and through to the present date, there has been significant problems related to the tenancy, none of which the Landlord had addressed, all of which affected her ability to make rental payments in a timely manner. She explained that there been multiple tenants that have caused disruptions in the residential complex which affected her ability to sleep and function in a manner that enables her to maintain stable employment. Further, there had been significant maintenance deficiencies which have gone addressed by the Landlord despite being made aware of them, all of which affects her use of the rental unit. For instance, flooding within the unit began in February 2022, which continued through to the date of the hearing and which limits her ability to leave the unit to work, otherwise the flooding would cause significant damage to the unit and her home. The Landlord acknowledged the issues pertaining to other tenants in the building and the issues pertaining to flooding.
12. In response to questions posed by the Board about the impact an eviction would have, the Tenant stated that she lives with her four year old child and the child's father who only works part time. Until recently, she was a recipient of the Ontario Works program until March 2022, and is currently in the process of seeking employment as that program had ended. Being evicted would have an adverse impact on the Tenant and her family due to the financial struggles they currently live with, which would be exacerbated in the current market if forced to seek new housing.
13. Finally, as the Tenant does not dispute the rent arrears claimed by the Landlord, she proposes the following payment plan: (i) she proposes to pay rent on time on the first day of each month; and, (ii) she will make arrears payments of \$500.00 per month, also on the first day of each month, until the balance is cleared.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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. In arriving at this conclusion I accept the Tenant's evidence regarding her employment prospects and I find this tenancy to be viable. I also considered the impact that eviction would have on the Tenant and her family, including her young child.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$6,449.00, which represents the arrears of rent (\$6,248.00) 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 Landlords in respect of the monies owing under paragraph 1 of this order:
1. Beginning on or before November 1, 2022, and continuing until October 1, 2023, the Tenant shall pay the Landlord \$500.00 per month on or before the 1<sup>st</sup> day of the month; and
  2. The Tenant shall pay \$449.00 on or before November 1, 2023.
- (b) The Tenant shall also pay the Landlord the lawful monthly rent as it becomes due on or before the 1<sup>st</sup> day of the month starting November 1, 2022 and continuing until November 1, 2023, or until the arrears are paid in full, whichever comes first.
3. If the Tenant 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 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 shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Act.

**October 26, 2022**  
**Date Issued**

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Emile Ramlochan  
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.