



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: ASI REAL ESTATE INC. v Campbell, 2023 ONLTB 55214

Date: 2023-08-08

File Number: LTB-L-039603-23-SA

In the matter of: 67 CROCKAMHILL DR
SCARBOROUGH ON M1S2K8

Between: ASI REAL ESTATE INC.

And

Jeff Campbell
Jennifer Campbell

I hereby certify this is a
true copy of an Order dated

AUG 08, 2023

Landlord and Tenant Board

Landlord

Tenant

ASI REAL ESTATE INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Jeff Campbell and Jennifer Campbell (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on March 28, 2023 with respect to application LTB-L-044273-22.

The Landlord's application was resolved by order LTB-L-039603-23 issued on June 9, 2023. The Tenants filed a motion to set aside the order.

This motion was heard by way of videoconference on July 31, 2023. The Landlord's legal representative Sharda Sankar Bickramsing and the Tenant, Jeff Campbell attended the hearing.

Determinations:

1. The ex-parte order issued on June 9, 2023 terminates the tenancy because the Tenants failed to pay \$1,722.61 for arrears of rent on or before April 20, 2023.
2. The Tenant does not dispute the breach and stated that the Tenants breached the repayment plan order because both Tenants could not afford the repayment consented to based on their monthly income. Since July 2023, both Tenants have secured better employment and feel that they could comply with a new repayment in which they would pay their rent on time, plus an additional \$500.00 towards the arrears.
3. Since the initial breach on April 20, 2023, the Tenants have no payments towards the arrears or the monthly rent for May, June and July 2023. The arrears of rent owing as of the hearing date were \$27,445.79.
4. The Landlord opposed the Tenants request to set aside the eviction order or to delay lifting the stay.

5. Based on the evidence before me, I find that it would be unfair to grant the Tenant's motion and to set aside the ex-parte order terminating the tenancy. I also find that it would be unfair to delay lifting the stay.
6. The arrears of rent are substantial, approaching the Board's monetary jurisdiction and have only increased since the issuance of the repayment order. I also do not accept the Tenants reasons for breaching the repayment plan order. The prior order was issued on consent of the parties and as such, the Tenants knew what they were consenting, including the consequences of failing to comply with the order. There was no evidence to suggest that the Tenant's breach was as a result of an unforeseen circumstance experienced after the consent order was issued, but rather the Tenants consented to a payment plan in which they knew they couldn't afford.
7. Under the Act, the general intention is that the Board has an obligation to uphold and enforce the agreements into which landlords and tenants enter. If it does not do so, then there is little incentive for parties to attempt negotiation. Board orders and mediated agreements are not mere suggestions with respect to conduct, but legally binding orders. If the Board does not uphold and enforce its own orders, disrespect for the Board's processes will inevitably ensue.
8. Given the quantum of arrears and multiple breaches of the prior consent order, I find that it would be unfair to set aside the ex-parte order or to delay lifting the stay.

It is ordered that:

1. The motion to set aside Order LTB-L-039603-23, issued on June 9, 2023, is denied.
2. The stay of order LTB-L-039603-23 is lifted immediately.

August 8, 2023
Date Issued



Fabio Quattrociochi
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.