



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Centurion Property Associates Inc v Chidi, 2024 ONLTB 26651

**Date:** 2024-04-16

**File Number:** LTB-L-086803-23

**In the matter of:** 501-1, 18 JAMES ST  
WATERLOO ON N2J2S9

**Between:** Centurion Property Associates Inc Landlord

**And**

Jospeh Chidi Tenant

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jospeh Chidi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 4, 2024.

The Landlord's Legal Representative, Robert Rose and the Tenant, Joseph Chidi attended the hearing.

### **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 \$1,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,285.00 to the Landlord since the application was filed. The Tenant also provided the Landlord with a payment in the amount of \$855.00 on April 2, 2024 but is not accounted for in the order as the Landlord indicated said payment as not cleared ass of

the day of the hearing. The Landlord agrees to apply this amount against the arrears if the payment clears.

6. The rent arrears owing to April 30, 2024 are \$3,700.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlord's Legal Representative testified that this is new tenancy agreement that commenced on October 1, 2023, and the Tenant is already unable to meet their financial obligations under the lease agreement.
10. The Landlord's Legal Representative testified that the Landlord and Tenant entered into a payment plan on or about January 15, 2024, which the Tenant breached immediately thereafter. The Landlord's Legal Representative also testified that the Landlord does not have a last month rent deposit.
11. The Landlord's Legal Representative testified that the Landlord is unaware of any circumstances that would require me to deny or delay termination of the tenancy.
12. The Tenant did not dispute the amount of the arrears being claimed and testified that they lost their job in January 2024 which is why they fell into arrears. The Tenant also testified that they have recently gained employment and will be anticipating approximately \$2,000.00/month which would allow them to pay the rent moving forward and an additional \$500.00/month starting May 1, 2024. The Tenant on cross examination confirmed that they had breached a previous payment plan and that they started their new job in April 2024 but did not file any evidence to support their position before the Board.
13. The Tenant testified that they want to remain in the rental unit and will be able to make the future rental payments and arrears payments on time.
14. Based on the evidence before me, I am not satisfied a repayment plan is reasonable in these circumstances. This is because I find it hard to understand how losing employment in January 2024 would have effected the Tenant's ability to pay the lawful monthly rent for the period of October 1, 2023 through to December 2023. I also was also not provided with any reason as to why no evidence was provided to support the Tenant's position of recently gaining employment in April 2024 as well as confirming the amount they alleged to be making after taxes. I am also mindful of the fact that the Tenant entered into an agreement for re-payment of the arrears as recently as January 15, 2024, and breached said agreement immediately thereafter.
15. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$3,886.00 if the payment is made on or before April 27, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 27, 2024, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 27, 2024**
5. As of the date of the hearing, the Tenant owes the Landlord \$890.64. See Schedule 1 for the calculation of the amount owing. The Tenant shall also pay \$36.16 per day for compensation for the use of the unit starting April 5, 2024 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before April 27, 2024, then starting April 28, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 28, 2024.

**April 16, 2024**

**Date Issued**

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Ilan Shingait  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 28, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 27, 2024**

Rent Owing To April 30, 2024	\$5985.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,285.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$3,886.00</b>

**B. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$2,989.64
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,285.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$890.64</b>

Plus daily compensation owing for each day of occupation starting April 5, 2024	\$36.16 (per day)
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