



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

Citation: Galaxy Real Estate Core Ontario Properties LP v Todd,
2024 ONLTB 9598

Date: 2024-02-08

File Number: LTB-L-072198-23

In the matter of: 0404, 1 ROSEMOUNT DR
TORONTO ON M1K2W5

Between: Galaxy Real Estate Core Ontario Properties LP Landlord

And

Kristopher Todd Tenant

Galaxy Real Estate Core Ontario Properties LP (the 'Landlord') applied for an order to terminate the tenancy and evict Kristopher Todd (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 16, 2024.

The Landlord's Legal Representative Sharon Harris and the Tenant 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 \$1,224.16. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.25. This amount is calculated as follows: \$1,224.16 x 12, divided by 365 days.
5. The Tenant has paid \$2,340.00 to the Landlord since the application was filed.

6. The rent arrears owing to January 31, 2024 are \$4,855.71.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,077.98 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.

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9. Interest on the rent deposit, in the amount of \$28.13 is owing to the Tenant for the period from January 1, 2023 to January 16, 2024.
10. 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.
11. The Tenant testified that he has been living in the rental unit for 27 years, and that he fell behind on his rent because he had to care for his father who passed away from lung cancer in July 2023. The Tenant had been receiving employment insurance payments from February 2023, but the payments stopped in August 2023, which corresponds to the arrears on the N4 Notice. According to the Tenant, he was also defrauded at the end of October in the amount of \$2,500, but that the funds have been returned and he made a payment of \$2,340 immediately to the Landlord. This payment was confirmed by the Landlord's Representative. The Tenant also had unexpected legal expenses in the probate process.
12. Although the parties have been before the Board on previous non-payment of rent applications, I find it appropriate to grant conditional relief from eviction in this matter. The Tenant has a compelling reason for falling behind in the rent and made a payment to the Landlord as soon as he was able. Additionally, this is a long tenancy, and it would be challenging for the Tenant to find a similar rental unit in the same price range. After reviewing the information the Tenant provided about his income and expenses, I find a \$500 arrears payment in addition to the rent payment each month to be reasonable.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,041.71 for arrears of rent up to January 31, 2024, and the application filing fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date	Amount
March 1, 2024	\$500.00
April 1, 2024	\$500.00
May 1, 2024	\$500.00
June 1, 2024	\$500.00
July 1, 2024	\$500.00
August 1, 2024	\$500.00
September 1, 2024	\$500.00
October 1, 2024	\$500.00
November 1, 2024	\$500.00
December 1, 2024	\$541.71

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing on or before the first day of every month for the period March 1, 2024, to December

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31, 2024, or until the arrears are paid in full, whichever date is earliest. The rent for the February 1, 2024 – February 29, 2024, rental period will be due on February 20, 2024.

4. 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, along with simple interest at a rate of 7 percent on the balance shall become due and owing to the Landlord the day following the date of default. In addition, 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 January 31, 2024.

February 8, 2024

Date Issued

Kate Sinipostolova

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.