



## Order under Section 69 Residential Tenancies Act, 2006

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**Citation:** Homestead Land Holdings Limited v Mbobda, 2024 ONLTB 11209

**Date:** 2024-02-08 **File Number:** LTB-L-051587-23-HR

**In the matter of:** 101, 225 VAN HORNE AVE  
NORTH YORK ON M2J2T9

**Between:** Homestead Land Holdings Limited Landlord

**And**

Carlex Mbobda Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Carlex Mbobda (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 20, 2023.

The Landlord's Representative, Lee-ann Thibert and the Tenant attended the hearing.

### Preliminary Matter:

1. The Tenant submitted that they had no problem paying the rent, rather they had maintenance issues related to the unit and was not able to upload documents relating to the issues they wish to bring forward. The Tenant requested an adjournment to allow them time to file the necessary documents. The Landlord opposed the request for adjournment and was unaware of any maintenance related issues.
2. Pursuant to section 82 of the *Residential Tenancies Act, 2006* ("Act") and LTB Rule of Procedure 19.4, a tenant has the right to raise their own issues at a rent arrears hearing if they provide the Landlord and the Board with disclosure of the issues and the supporting evidence at least 7 days before the hearing.
3. In this case, the Tenant did not comply with these requirements or provide a satisfactory reason why they could not comply. Tenant had more than sufficient time to make the

Landlord aware of these issues and provide the necessary documents to the Landlord in advance of the hearing.

4. Further, the rent arrears are substantial and to proceed with an adjournment would be prejudicial to the Landlord.
5. Therefore, the Tenant's request for adjournment is denied. The Tenant has the ability to file a T6 application to the Board for determination if any repairs or maintenance have not been completed in the rental unit or non-compliance with health, safety, housing or maintenance standards.

**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 \$1,666.20. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.78. This amount is calculated as follows: \$1,666.20 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$11,663.40. The Tenant agreed that they owe the arrears as alleged by the Landlord's Representative.
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 \$1,661.27 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 \$40.39 is owing to the Tenant for the period from December 1, 2022 to November 20, 2023.
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 Landlord's Representative testified that the Tenant last paid the lawful rent on April 1, 2023. The Landlord's Representative testified that they had reached out to the Tenant on June 14, 2023; June 30, 2023; October 6, 2023 and November 13, 2023 to arrange a repayment plan for the rent arrears outstanding however there was no repayment plan established.

- 12. The Tenant testified that they have lived in the unit for the past 6 years and have always paid their rent on time. The Tenant testified that they withheld the rent beginning in May due to issues with building management and maintenance issues within the unit. The Tenant did not provide any confirmation that they had reached out or responded to the Landlord to establish a repayment plan for the rent arrears.
- 13. The Tenant sought a conditional order whereby the Tenant would provide a payment of \$5,000.00 and enter a repayment plan for the balance of the arrears to be determined by the Board. The Tenant **was** instructed at the hearing that if a conditional order was granted, the Tenant must pay the full lawful rent when due until the order was issued.
- 14. I find that it would not be unfair to grant the conditional order.

**It is ordered that:**

- 1. The Tenant shall pay the Landlord \$11,663.40 for arrears of rent up to November 30, 2023 and costs.
- 2. The Tenant shall pay the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

February 29, 2024	\$5,000.00 (arrears & costs)
March 15, 2024	\$750.00 (arrears)
April 15, 2024	\$750.00 (arrears)
May 15, 2024	\$750.00 (arrears)
June 15, 2024	\$750.00 (arrears)
July 15, 2024	\$750.00 (arrears)
August 15, 2024	\$750.00 (arrears)
September 15, 2024	\$750.00 (arrears)
October 15, 2024	\$750.00 (arrears)
November 15, 2024	\$750.00 (arrears)
December 15, 2024	\$99.40 (arrears)

3. If not already paid, the Tenant shall also pay to the Landlord the lawful rent for the months of December 1, 2023, January 1, 2024 and February 1, 2024 by February 22, 2024
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes dues and owing for the period March 1, 2024 to December 1, 2024, or until the arrears are paid in full, which ever date is earliest.
5. 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 Tenants 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 *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that become owing after November 30, 2023.

**February 8, 2024**

**Date Issued**

Charles Dowdall

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.