



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

Citation: Christie Mellville Inc. v Simon-Ebo, 2024 ONLTB 19650

Date: 2024-03-22

File Number: LTB-L-095509-23

In the matter of: 1, 260 Christie Street
Toronto Ontario M6G3C1

Between: Christie Mellville Inc. Landlord

And

Precious Simon-Ebo Tenant

Christie Mellville Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Precious Simon-Ebo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 7, 2024.

The Landlord's Legal Representative, Samuel M Korman, and the Tenant, Precious Simon-Ebo, 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 \$1,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears owing to March 31, 2024, are \$10,580.00.

7. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 3 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

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9. The Landlord collected a rent deposit of \$1,600.00 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.
10. Interest on the rent deposit, in the amount of \$32.66 is owing to the Tenant for the period from May 15, 2023, to March 7, 2024.

Relief from eviction

11. 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.
12. The Tenant submitted that they lost their job and have been struggling to get their finances in order. The Tenant said that they have a job interview coming up, and if they are successful, will be able to enter into a payment plan to an extra \$700.00 towards the arrears on top of the monthly rent.
13. The Tenant further said that they would prefer to stay in the rental unit, as their kids' school is nearby, their doctor is nearby, they are connected within the community and would not be able to afford another place.
14. The Landlord's Legal Representative stated that it is a short-term tenancy, and that the Tenant attempted to make payments however was unsuccessful. The Landlord's Legal Representative further stated that the Tenant has ongoing financial problems. The Landlord's Legal Representative said that when he had a discussion with the Tenant, the Tenant was unable to tell the Landlord's Legal Representative how much money they are able to pay every month.
15. The Landlord submitted that they would be amenable to delaying eviction to April 30, 2023. In light of this, the Board has determined that it would be fair to extend the April 1, 2024 rent payment and to delay the commencement of arrears payments under a directed payment plan.
16. The Board has considered all circumstances of the Landlord and Tenant.
17. Given that the Act is a remedial legislation with a tenant protection focus, the Board has granted relief from eviction and granted the Tenant's proposed payment plan.

18. The Tenant should be aware that all of the rent and arrears payments due dates are all “on or before” the date specified meaning that the Tenant must make sure that these payments are made by that date. The Tenant must also make sure that the payments are made in full by the due date. If the Tenant is late with a payment, does not make a payment or only makes a partial payment the Landlord can file paperwork with the Board that, if correct, would result in an order for eviction. If there may be an issue, the Tenant is encouraged to contact the Landlord prior to the default.

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It is ordered that:

1. The Tenant shall pay to the Landlord \$10,841.00 for arrears owing up to March 31, 2024, including the filing fee and NSF charges.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following terms.
3. The Tenant shall pay to the Landlord \$700.00 on or before the 15th of every month for the period commencing May 15, 2024 , until the arrears are paid in full
4. The Tenant shall pay to the Landlord the monthly rent for April, on or before April 15, 2024. If it is paid on or before April 15, 2024 it shall not be deemed a late payment.
5. The Tenant shall continue to pay the monthly rent on or before the 1st of every month starting May 1, 2024, until the arrears are paid in full.
6. 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 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 Tenants’ breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pays any new arrears, NSF fees and related charges that became owing.

March 22, 2024

Date Issued

Nathalia Debski
Member, Landlord and Tenant Board

Robert Patchett
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.