



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

**Citation:** Li v Rejdak, 2024 ONLTB 18707

**Date:** 2024-03-13 **File Number:**  
LTB-L-097609-23-SA

**In the matter of:** UNIT2, 283 1/2 GEORGE ST TORONTO  
ON M5A2N2

**Between:** Lilie Li Landlord

**And**

Chris Rejdak Tenant

Lilie Li (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Rejdak (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the Board on September 15, 2023, with respect to application LTB-L-011569-23.

The Landlord's application was resolved by order LTB-L-097609-23 issued on January 10, 2024. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-097609-23.

This motion was heard by videoconference on March 5, 2024.

The Landlord and the Tenant attended the hearing.

**Determinations:**

The Breach of the Order

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the Board on September 15, 2023, with respect to application LTB-L-011569-23. The Tenant failed to pay \$309.00 towards the arrears by December 1, 2023.

The Tenant's Motion

2. As I am satisfied that the Tenant breached the order, the next issue before me is whether it would be unfair in all the circumstances to set aside the eviction order LTB-L-097609-23 issued on January 10, 2024. For the following reasons, I find that it would not be unfair to set aside the order.

3. First, the Tenant says he missed the December 1, 2023, payment because ODSP took several days to arrange the required paperwork to make this payment. The Tenant

provided his testimony on this point in a detailed and consistent manner and I have no reason to disbelieve him. The Landlord led no evidence to dispute this point. The Tenant paid the required amount before the end of December.

4. The Landlord agrees that, aside from being short \$22.00 for January's rent, there are no outstanding arrears. The Landlord also agrees that, aside from the \$22.00, the Tenant has paid his rent in full and on time since December 2023. In fact, the Landlord says that the Tenant sometimes pays a small amount more than the monthly rent. This suggest to me that the Tenant can afford the monthly rent and this tenancy is financially sustainable.
5. I have also considered that the residential complex is a rooming house in which the Tenant has rented one room since 2021. This means that this is a somewhat long-term tenancy. There is no dispute that the Tenant struggles with a physical disability as well as some mental health issues. The Tenant receives social assistance in recognition of these disabilities. This means that the Tenant is a vulnerable person who would be seriously impacted if the tenancy were terminated.
6. At the hearing, the Landlord raised several factors which, she says, should lead me to terminate this tenancy. For example, the Landlord says that she finds it inconvenient to keep track of the small amounts the Tenant pays in excess of the monthly rent. The Landlord says that the Board should honour the agreement between the parties which resulted in the order issued on September 15, 2023, and the tenancy should be terminated because the Tenant failed to meet one condition in this order. Finally, the Landlord says the Tenant is a difficult person who is extremely sensitive to the noise level in the rooming house. This sometimes causes conflict in the residential complex and she would like the Tenant to move on and find alternate accommodations. The problem with the Landlord's position is that none of these factors warrant terminating this tenancy.
7. It is the Landlord's responsibility to keep exact records regarding the Tenant's rental payments, regardless of whether the Tenant sometimes pays more than is required. The fact that the Landlord finds this inconvenient is not a valid reason to terminate the tenancy.
8. As I explained at the hearing, terminating a tenancy is a remedy of last resort. The fact that the Tenant breached one condition of the previous order is insufficient on it own to justify terminating a tenancy. The Board is required to examine the reasons for the breach and the surrounding circumstances of each party. In this matter, the Tenant's breach was an

isolated incident that was caused by the delay by a third party. Since the breach, the Tenant has maintained his commitment to pay the monthly rent on time and in full. The Tenant has demonstrated that he prioritizes the monthly rent above other expenses and his breach of the agreement was a circumstance that was beyond his control.

9. Finally, as I explained at the hearing, the original application that is before me is an L1 application for non-payment of rent. This means that any allegations concerning the Tenant's behaviour or alleged disruption in the residential complex do not form the grounds of the original application and are therefore not properly before me. The Landlord may have recourse through other applications to address the Tenant's alleged conduct but these allegations cannot form the basis of my decision in the matter before me.
10. For these reasons, and based on all of the circumstances, I find that it would not be unfair to set aside the eviction order.
11. Regarding the outstanding \$22.00, it appears that the Landlord increased the monthly rent by \$22.00 on January 1, 2024, and it is this increase that the Tenant has failed to pay.
12. As the Tenant has paid the correct monthly rent in full and on time since then, I find that it would be unfair to issue a conditional eviction order requiring the Tenant to pay to the Landlord the nominal amount of \$22.00. Once again, terminating a tenancy is a remedy of last resort and failing to pay a mere \$22.00 does not justify such a severe consequence.
13. I would note that the Tenant admitted at the hearing that he may owe the Landlord a small amount and he is willing to pay this amount as soon as possible. The Tenant says he sometimes misses small details like this because of his mental health issues and other challenges. In light of these circumstances, an order will issue requiring the Tenant to pay to the Landlord \$22.00 within 14 days or interest will accrue.

**It is ordered that:**

1. The motion to set aside Order LTB-L-097609-23 issued on January 10, 2024, is granted.
2. Order LTB-L-097609-23, issued on January 10, 2024, is set aside and cannot be enforced.
3. The previous order issued on September 15, 2023, with respect to LTB-L-011569-23 is cancelled and replaced with the following order:
4. **On or before March 24, 2024, the Tenant shall pay to the Landlord \$22.00 for arrears of rent for the period ending January 31, 2024.**
5. If the Tenant fails to pay to the Landlord the full amount owing on or before March 24, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2024, at 7.00% annually on the balance outstanding.

**March 13, 2024**

**Date Issued**

15 Grosvenor Street, Ground Floor Toronto  
ON M7A 2G6

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Laura Hartsliet

Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

2024 ONLTB 18707 (CanLII)