



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

**Citation:** Krebs v George, 2023 ONLTB 81749

**Date:** 2023-12-15

**File Number:** LTB-L-066129-22

**In the matter of:** 216, 608 DAWES RD Toronto  
ON M4B2G7

**Between:** Carolyn Krebs Landlord

**And**

Deon George and Andrew Smith Tenants

Carolyn Krebs (the 'Landlord') applied for an order to terminate the tenancy and evict Deon George and Andrew Smith (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on June 5, 2023.

The Landlord and the Tenants attended the hearing.

### **Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,315.60. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.25. This amount is calculated as follows: \$1,315.60 x 12, divided by 365 days.
5. The Tenants have paid \$3,290.00 to the Landlord since the application was filed.

6. The rent arrears owing to June 30, 2023 are \$12,481.60.
7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$7.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenants which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,315.60 from the Tenants 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 \$22.35 is owing to the Tenants for the period from October 1, 2022 to June 5, 2023.
11. One of the Tenant's (name undisclosed for privacy) has provided medical documentation of a passed event that resulted in a significant brain injury. The Tenants are now both receiving income through Ontario Works and one of the Tenants has now obtained employment. The Tenants have also submitted post submission documents to show that they have been able to continue to pay the rent. I went through the Tenants expenses and income at the hearing in addition to considering the evidence that the Tenants may be eligible for the "rent bank" and/or the Toronto "EPIC" program and do believe the tenancy is sustainable. The Landlord is entitled to receive their lawful monthly rent in full and on time and the Tenants have proven on the balance of probabilities they are able to do so, however they must repay the arrears, costs and NSF fees.
12. 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.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$12,694.60 for rental arrears (\$12,481.60), costs (\$186.00), NSF (\$7.00) and administrative charges (\$20.00) up to June 31, 2023.
2. The Tenants shall pay to the Landlord a lump sump payment in the amount of **\$3,694.60 on or before Friday January 26, 2024** towards arrears, costs, NSF and administrative charges, for the outstanding balance up to June 31, 2023 and thus leaving an outstanding balance of \$9,000.00 in rental arrears up to June 31, 2023.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule over a 24 month re-payment plan:

Date Payment Due	Amount of Payment
January 15, 2024	\$375.00 (arrears)

February 15, 2024	\$375.00 (arrears)
April 15, 2024	\$375.00 (arrears)
May 15, 2024	\$375.00 (arrears)
June 15, 2024	\$375.00 (arrears)
<b>Date Payment Due</b>	<b>Amount Of Payment</b>
July 15, 2024	\$375.00 (arrears)
August 15, 2024	\$375.00 (arrears)
September 15, 2024	\$375.00 (arrears)
October 15, 2024	\$375.00 (arrears)
November 15, 2024	\$375.00 (arrears)
December 15, 2024	\$375.00 (arrears)
January 15, 2025	\$375.00 (arrears)
February 15, 2025	\$375.00 (arrears)
March 15, 2025	\$375.00 (arrears)
April 15, 2025	\$375.00 (arrears)
May 15, 2025	\$375.00 (arrears)
June 15, 2025	\$375.00 (arrears)
July 15, 2025	\$375.00 (arrears)
August 15, 2025	\$375.00 (arrears)

September 15, 2025	\$375.00 (arrears)
October 15, 2025	\$375.00 (arrears)
November 15, 2025	\$375.00 (arrears)
December 15, 2025	\$375.00 (arrears)
January 15, 2026	\$375.00

4. Since the application was heard, \$7,893.60 in lawful monthly rent has become due. The Tenant must pay, if they have not already done so, **all lawful monthly rent for July 2023, August 2023, September 2023, October 2023, November 2023 and December 2023 by December 31, 2023.** This will ensure only the rental arrears up to June 30, 2023 are outstanding.
5. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period January 15, 2024 to January 15, 2026, or until the arrears are paid in full, whichever date is earliest.
6. If the Tenant fails to make any one of the payments in accordance with the payment deadlines found in this order in paragraph 2,3,4 or 5, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 and paragraph 4 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 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 1, 2024.

**December 15, 2023**

**Date Issued**

\_\_\_\_\_  
André-Paul Baillargeon-Smith

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.