



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1213763 Ontario Inc c/o GWL Realty Advisors Residential Inc v Sherif, 2023 ONLTB 69179

Date: 2023-11-06

File Number: LTB-L-040832-23

In the matter of: 610, 65 HIGH PARK AVE TORONTO
ON M6P2R7

Between: 1213763 Ontario Inc c/o GWL Realty Advisors Residential Inc Landlord

And

Nermin Nader Sherif Tenant

1213763 Ontario Inc c/o GWL Realty Advisors Residential Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Nermin Nader Sherif (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 11, 2023.

The Landlord's legal representative F. McGregor 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 \$1,516.34. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.85. This amount is calculated as follows: \$1,516.34 x 12, divided by 365 days.

5. The Tenant has paid \$2,560.34 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2023 are \$12,512.05.
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 \$1,521.82 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 \$29.60 is owing to the Tenant for the period from January 1, 2023 to October 11, 2023.
10. The Tenant agrees to the total arrears owing. The Tenant submitted that her arrears commenced in December 2022 when she had to start paying hospital bills for her father and was provided with devastating news regarding her mother's health. The Tenant submitted that she has reached out to the Landlord to work out a payment plan but there has been no response from the Landlord.
11. The Tenant submitted that she is a framer in construction and her work hours vary, however, on average, she brings home approximately \$3,000.00 per month. The Tenant submitted that her expenses total \$710.00 per month (hydro, phone, internet, gas, pet and groceries) and that she proposes an \$800.00 per month payment plan until the arrears are paid in full.
12. The Tenant further submitted that she may be eligible to receive help from the rent bank and can receive up to \$4,000.00 in funding to pay off her arrears, however, confirmation has yet to be received.
13. The Tenant submitted that she has lived in the unit for the last 7 years, she has nowhere to go if evicted, has no one to rely on and that she likes the area because her dog's vet is near by. The Tenant submitted that she wants an opportunity to pay back what she owes and that she can pay her rent in full and on time for November 2024.
14. The Landlord submitted that since the issuance of the N4 notice to the hearing date, the Tenant's arrears have increased significantly. That the Landlord has fulfilled their obligations under subsection 83(6) of the Act as the Landlord has issued monthly arrears letters offering to discuss a payment plan but it has been the Tenant who has failed to respond and or reach out to the Landlord.
15. The Landlord submitted that based on the Tenant's income and expenses, it would be difficult for the Tenant to pay her rent and maintain a payment plan. The Landlord submits that a 16-month payment plan is not reasonable as the Landlord has been waiting for patiently for payments to be made. The Landlord did not submit any evidence regarding any prejudice to the Landlord if a payment plan is ordered.
16. I agree that a 16-month payment plan may seem long for the Landlord, however, this is a

7-year tenancy and provided that the Tenant maintains her rent and arrears payments, the Landlord would be made whole at the end of the payment plan and the Tenant would have saved her housing.

17. I do not believe that the Tenant would be able to afford \$800.00 a month in arrears plus rent, however, I find it more reasonable than not, that the Tenant will be able to maintain a payment plan of \$700.00 per month.
18. Bearing in mind that eviction is a remedy of last resort, 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 so the Tenant can restore this tenancy to good standing and provide the Landlord with immediate recourse in the event of a breach of any of the following terms.

It is ordered that:

1. The Landlord's application to terminate the tenancy and evict the Tenant for non-payment of rent is denied, subject to the following conditions.
2. The Tenants shall pay to the Landlord \$12,698.05 for arrears of rent up to October 31, 2023. This amount includes the \$186.00 application filing fee.
3. The Tenants shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

\$700.00	November 15, 2023
\$700.00	December 15, 2023
\$700.00	January 15, 2024
\$700.00	February 15, 2024
\$700.00	March 15, 2024
\$700.00	April 15, 2024
\$700.00	May 15, 2024
\$700.00	June 15, 2024
\$700.00	July 15, 2024
\$700.00	August 15, 2024
\$700.00	September 15, 2024
\$700.00	October 15, 2024
\$700.00	November 15, 2024
\$700.00	December 15, 2024
\$700.00	January 15, 2025
\$700.00	February 15, 2025
\$700.00	March 15, 2025
\$798.05	April 15, 2025

4. The Tenant shall pay to the Landlord November rent on or before November 15, 2023.

5. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period December 1, 2023 to April 1, 2025, 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 this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, 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 Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after October 31, 2023.

November 6, 2023

Date Issued

Mayra Sawicki

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.