



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

Citation: 90 EASTDALE INC. v Oluwatubi Shedrach Ijatoye, 2023 ONLTB 70616

Date: 2023-10-26

File Number: LTB-L-006667-23

In the matter of: 1015, 90 EASTDALE AVE
TORONTO ON M4C5A2

Between: 90 EASTDALE INC. Landlord

And

Oluwatubi Shedrach Ijatoye Tenant

90 EASTDALE INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Oluwatubi Shedrach Ijatoye (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 20, 2023. The Landlord's legal representative, Sharon Harris 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 \$1,737.37. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$57.12. This amount is calculated as follows: $\$1,737.37 \times 12$, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$12,757.93.
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 \$1,600.00 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.
9. Interest on the rent deposit, in the amount of \$18.74 is owing to the Tenant for the period from January 1, 2023 to June 20, 2023.
10. The Landlord's legal representative testified that the Landlord is seeking a standard order by virtue of the fact that the Application was filed in January 20, 2023 and since then, the Tenant has only made one payment in the amount of \$1,000.00 on February 26, 2023.
11. The Tenant testified that he agrees with the rental arrears owing to June 30, 2023 in the amount of \$12,757.93.
12. The Landlord's legal representative submitted into evidence three letters dated December 15, 2022, February 16, 2023 and April 2023 which were sent to the Tenant outlining the outstanding rental arrears and offering to discuss a payment arrangement to pay off the balance. The Landlord's legal representative testified that the Tenant was unable to reach a concrete payment arrangement with the Landlord.
13. The Tenant testified that he was fired from his previous job in November 2022 and as a result was unable to make any payments towards the rent. The Tenant testified that he started his current job in March 2023.
14. When questioned by the Landlord's legal representative as to why the Tenant did not make any payments towards the rental arrears after starting his current job, the Tenant testified that he did not have any funds leftover after paying off other bills.
15. The Tenant testified that he makes \$600.00 per week from his current job and works approximately 2-3 weeks per month.
16. The Tenant testified that he pays \$300.00 per month for his vehicle, \$600.00 for his auto insurance, \$150.00 in gas for his vehicle, \$150.00 for his cell phone and internet, \$200 for his groceries and \$40 for utilities.
17. The Tenant testified that he can pay \$600.00 per month towards the rental arrears. Under the Tenants proposal, it would take 22 months to pay off the rental arrears. The Tenant also testified that he may be able to receive a loan from a friend in the amount of \$2,000.00 to put towards the rental arrears.

18. The Tenants monthly expenses and rent total approximately \$3,177.37 and his income totals approximately \$1,800.00 if he works 3 weeks every month. I find that this is not a viable tenancy as the Tenant is unable to afford the current rent moving forward. Further, I find that the Tenant's proposal to pay off the rental arrears is unrealistic as his monthly expenses and rent exceed his total monthly income by approximately \$1,377.37.
19. The Tenant testified that if an eviction order is issued, he would require approximately eight months to move out. The Tenant testified that he needs this much time as he does not have any friends or family he can move in with and that he requires time to build up his credit score.
20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I have found that the tenancy is not viable and given the significant amount of arrears, it would be unfair to deny or delay the eviction any further.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
 2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$19,893.41 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$21,630.78 if the payment is made on or before November 6, 2023. See Schedule 1 for the calculation of the amount owing.
 3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after November 6, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before November 6, 2023**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,730.22. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$57.12 per day for the use of the unit starting June 21, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before November 6, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 7, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 6, 2023, then starting November 7, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after November 7, 2023.

October 26, 2023

Date Issued

Ajay Grewal

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on May 7, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 31, 2023

Rent Owing To October 31, 2023	\$20,707.41
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$19,893.41

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 6, 2023

Rent Owing To November 30, 2023	\$22,444.78
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$21,630.78

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$13,162.96
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$18.74

Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$10,730.22
Plus daily compensation owing for each day of occupation starting June 21, 2023	\$57.12 (per day)