



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Bishara v Fowler, 2023 ONLTB 70043

**Date:** 2023-10-25

**File Number:** LTB-L-040493-23

**In the matter of:** Basement, 22 ELIZABETH ST  
OSHAWA ON L1J8H3

**Between:** Safwat Bishara Landlord

**And**

Jason Ryan Fowler Tenant

Safwat Bishara (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Ryan Fowler (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 12, 2023.

The Landlord, the Landlord's legal representative, Jamuna Ganesan, 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 \$1,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: \$1,450.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2023, are \$6,500.00.
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 \$1,450.00 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 \$57.32 is owing to the Tenant for the period from September 6, 2020, to October 12, 2023.

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). In particular, I have conducted a detailed analysis of the Tenant's monthly income and expenses and, based on the Tenant's testimony, I find that the Tenant currently has a monthly surplus which he can devote towards paying off the outstanding arrears. I have also considered that this surplus is primarily due to the Tenant's father recently moving into the rental unit and he expects to contribute \$700.00 towards the monthly rent. I have also considered that the Tenant has made significant payments towards the arrears since the application was filed. This suggests to me that he is prioritizing his rent and is motivated to save his tenancy.
11. While the Landlord is concerned about the Tenant's ability to adhere to a payment plan, I find that including a provision pursuant to section 78 of the Act sufficiently addresses the Landlord's concerns and gives the Landlord an immediate remedy in the event of a breach.
12. Based on the evidence before me, and in consideration of all of the circumstances, I 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 Tenant shall pay to the Landlord \$6,686.00 for arrears of rent up to October 31, 2023, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 of this order in accordance with the following schedule:
  - a) \$500.00 on or before November 20, 2023;
  - b) \$500.00 on or before December 20, 2023;
  - c) \$500.00 on or before January 20, 2024;
  - d) \$500.00 on or before February 20, 2024;
  - e) \$500.00 on or before March 20, 2024;
  - f) \$500.00 on or before April 20, 2024;
  - g) \$500.00 on or before May 20, 2024;
  - h) \$500.00 on or before June 20, 2024;
  - i) \$500.00 on or before July 20, 2024;
  - j) \$500.00 on or before August 20, 2024;
  - k) \$500.00 on or before September 20, 2024;
  - l) \$500.00 on or before October 20, 2024;
  - m) \$500.00 on or before November 20, 2024; and
  - n) \$186.00 on or before December 20, 2024.
3. The Tenant shall also pay to the Landlord the monthly rent in full and on time on or before the first day of each month for the period commencing November 1, 2023, to December 31, 2024.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears or rent and costs to be paid by the Tenant to the

Landlord pursuant to paragraph 1 of this order shall immediately become due and owing and the Landlord may, without notice to the Tenant, apply to the Board 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 October 31, 2023. The Landlord must make this application no later than 30 days after the Tenant's failure to make a payment.

**October 25, 2023**

**Date Issued**

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Laura Hartsliel

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.