



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

Citation: Irani v Daley, 2023 ONLTB 65359

Date: 2023-09-29

File Number: LTB-L-030609-23

In the matter of: 2608, 215 SHERWAY GARDENS RD
ETOBICOKE ON M9C0A4

Between: Arzana Irani Landlord

And

Justice Daley Tenant

Arzana Irani (the 'Landlord') applied for an order to terminate the tenancy and evict Justice Daley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 17, 2023.

The Landlord and the Tenant attended the hearing.

The Landlord's husband, Kaivan Irani, and Rina Vatcha attended as support for the Landlord.

The Tenant spoke with Duty Counsel prior to 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 \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2023 are \$8,800.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

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9. 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. The Tenant does not dispute the arrears owing, she lost her job due to health issues. The Tenant is requesting a short repayment plan of \$1,000.00 bi-weekly starting September 1, 2023 and rent on the first of the month; her boyfriend is going to help her. The Landlord disputed the repayment plan because of financial strain the rent money is used to support her mother-in-law. I find that a short repayment plan, as put forth by the Tenant, does not further prejudice the Landlord as the Tenant will be paying over double the actual rent, and all payments are subject to the breach clause.
10. Any payments made by the Tenant since the hearing date shall be deducted off the below amounts.

It is ordered that:

1. The Tenant shall pay to the Landlord \$10,786.00, which represents the arrears of rent (\$10,608.00) and costs (\$186.00) outstanding for the period ending September 30, 2023.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
September 30, 2023 (for September rent and one \$1000.00 instalment– if not already paid)	\$2,800.00 (costs and arrears)
October 13, 2023	\$1,000.00 (arrears)
October 27, 2023	\$1,000.00 (arrears)
November 3, 2023	\$1,000.00 (arrears)
November 17, 2023	\$1,000.00 (arrears)
December 1, 2023	\$1,000.00 (arrears)
December 15, 2023	\$1,000.00 (arrears)
December 29, 2023	\$1,000.00 (arrears)
January 12, 2024	\$986.00 (arrears)

- (b) The Tenant shall also pay the Landlord the rent for the months of October 2023 up to and including January 2024 in full, on or before the first (1st) day of each corresponding month.
3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:
- (a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
- (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

September 29, 2023
Date Issued

Diane Wade
Member, Landlord and Tenant Board

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