



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

Citation: Chan v Abraham, 2023 ONLTB 64945

Date: 2023-09-27

File Number: LTB-L-030625-23

In the matter of: 6 GERUSSI ST
Vaughan ON L4H4R6

Between: Ying gee Chan Landlords
On yee Lee

And

Anthony Abraham Tenants
Patrizia Pastore

Ying gee Chan and On yee Lee (the 'Landlords') applied for an order to terminate the tenancy and evict Anthony Abraham and Patrizia Pastore (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on August 15, 2023.

The Landlords and the Tenants attended the hearing.

The Landlords, the Landlord's agent, Jacky Chan and the Tenants attended the hearing.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 was still in possession of the rental unit.
3. The lawful rent is \$2,900.00. It is due on the 14th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
5. The Tenants has paid \$4,900.00 to the Landlords since the application was filed.
6. The rent arrears owing to September 13, 2023 are \$12,500.00. The Tenants did not dispute the arrears owing to the Landlords.

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7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,500.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$158.63 is owing to the Tenants for the period from June 12, 2019 to August 15, 2023.

Relief from Eviction

10. 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 postpone the eviction until October 31, 2023 pursuant to subsection 83(1)(b) of the Act.
11. The Landlords testified that they attempted to communicate with the Tenant regarding a repayment plan when the Tenant fell into arrears however there was no response from the Tenants. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant.
12. The Landlord sought an eviction order based on the arrears of rent. The arrears were described as substantial with a few good faith payments made by the Tenants since the application was filed.
13. The Tenants would like to preserve the tenancy and avoid eviction. The Tenants testified that they fell into arrears when the Tenant Patrizia Pastore (PP) fell ill and was not able to work over the last year. The Tenant Anthony Abraham (AA) had lost his job and had been on EI for over a year. The Tenants have both started working full time. The Tenants admit that the Landlord has been understanding toward their circumstances. The Tenants were going to send the Landlord \$2,900.00 in October and \$5,000.00 in November toward the arrears and requested relief in the form of a conditional order require the Tenants to pay a monthly amount toward the arrears. The Tenants confirmed that the lumpsum payments are coming from work that the Tenants have not yet been paid.
14. The Tenants testified that the combined monthly income for their household is approximately \$5,800.00. The Tenants admitted the monthly income only covers the monthly expenses of the household, which is approximately \$5,000.00 leaving them with \$800.00 per month. The Tenants were not able to articulate how much time would be required to find a new place if they were to be evicted.
15. The Landlord objected a repayment plan as they had been in discussion with the Tenants and they were not clear as to where the money was coming from for the lumpsum payments towards the arrears.
16. I find it would be unfair to grant the indeterminate delay of eviction as the Tenants requested. I am not satisfied that the Tenants unsubstantiated income can meet any terms of a repayment plan specifically regarding the lumpsum payments. There are substantial rent

arrears owing with no realistic plan for how to pay it back. Therefore, I find there is no realistic way to impose a payment plan since there is no evidence supporting how any repayment plan could be satisfied.

17. I do however find that 30-day delay is fair in the circumstances, so the Tenant can arrange their affairs and move, or pay off the arrears and void the eviction order if they are able.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords:**
 - \$15,586.00 if the payment is made on or before October 13, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,486.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after October 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before October 31, 2023**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$7,318.05. 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 Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlords compensation of \$95.34 per day for the use of the unit starting August 16, 2023 until the date the Tenants moves out of the unit.
 7. If the Tenants do not pay the Landlords the full amount owing on or before October 31, 2023, the Tenants will start to owe interest. This will be simple interest calculated from November 1, 2023 at 6.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before October 31, 2023, then starting November 1, 2023, the Landlords 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 Landlords on or after November 1, 2023.

September 27, 2023
Date Issued

Camille Clyne
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 1, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before October 13, 2023

Rent Owing To October 13, 2023	\$20,300.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$4,900.00
Total the Tenants must pay to continue the tenancy	\$15,586.00

B. 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 November 13, 2023	\$23,200.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,900.00
Total the Tenant must pay to continue the tenancy	\$18,486.00

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

Rent Owing To Hearing Date	\$14,690.68
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$4,900.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$158.63
Total amount owing to the Landlords	\$7,318.05
Plus daily compensation owing for each day of occupation starting August 16, 2023	\$95.34 (per day)