



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

Citation: Skyline Living v Adomako, 2023 ONLTB 56341

Date: 2023-08-15

File Number: LTB-L-050223-22

In the matter of: 405, 26 HELEN AVE
BRANTFORD ON N3T5Y9

Between: Skyline Living Landlord

And

Eugene Adomako Tenant

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Eugene Adomako (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 28, 2023.

The Landlord's Representative R. Luce 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 \$1,538.24. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.57. This amount is calculated as follows: \$1,538.24 x 12, divided by 365 days.
5. The Tenant has paid \$1,179.82 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$1,056.74.

7. The Landlord is entitled to \$80.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 4 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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9. The Landlord collected a rent deposit of \$1,530.60 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.
10. Interest on the rent deposit, in the amount of \$25.16 is owing to the Tenant for the period from August 1, 2022 to March 28, 2023.

Section 82 issue raised

11. The Tenant asserted that the heating stopped working and that he had to purchase an electric heater. He informed the Landlord, and the Landlord sent the in-house maintenance person to assess the issue. However, no one was home. The Landlord did not enter the residence, as they were never able to contact the Tenant to inform him that they wished to enter. No notice of entry was given to the Tenant to inform them that the maintenance person would be entering at a specific time, as is permitted under section 27 of the Act.
12. While the Landlord should have done more to investigate the Tenant's complaint, there was no specific remedy claimed by the Tenant for this issue. The only direct cost to the Tenant was the cost of the heater, but no receipt was provided for this purchase. Therefore, I am granting no compensation to the Tenant.

Relief from eviction

13. 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.
14. The Tenant said that they were on disability and could only afford an additional \$100.00 a month towards arrears.
15. The Tenant's arrears are not extremely high, and he is on disability. Therefore, I will grant his requested payment plan.

16. Because of the date of the writing of this order, I will be ordering that the \$100.00 per month that should have been paid up until September 1, 2023 be paid as a lump sum, if not already paid.

It is ordered that:

1. The Tenant shall pay the Landlord \$1,322.74, which represents the arrears of rent and costs outstanding for the period ending March 31, 2023.
2. The Landlord's application for eviction of the Tenant is denied on the condition that Tenant make the following payments towards the amount set out in paragraph 1:
 - (a) \$600.00 by September 1, 2023;
 - (b) \$100.00 by October 1, 2023;
 - (c) \$100.00 by November 1, 2023;

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- (d) \$100.00 by December 1, 2023;
- (e) \$100.00 by January 1, 2024;
- (f) \$100.00 by February 1, 2024;
- (g) \$100.00 by March 1, 2024; (h) \$100.00 by April 1, 2024; and (i) \$22.74 by May 1, 2024.

3. The Tenant shall also pay the Landlord the monthly rent in full for the months of April 2023 to August 2023 by August 31, 2023.
4. The Tenant shall also pay the Landlord the monthly rent in full and by the first day of each corresponding month for the months of September 2023 to May 2024 or, until the arrears are paid in full.
5. If the Tenant fails to make any of the payments in accordance with paragraphs 2-4, 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 paragraphs 2-4 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.

August 15, 2023

Date Issued

William Greenberg

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.

2023 ONL/TB 56341 (CanLII)