



## Order under Section 78(6) Residential Tenancies Act, 2006

**Citation:** Low Properties v Iznerowicz, 2023 ONLTB 51891

**Date:** 2023-07-26

**File Number:** LTB-L-033905-23

**In the matter of:** 304, 390 SUNDIAL DR  
ORILLIA ON L3V4A6

**Between:** LOWE PROPERTIES LTD Landlord

**And**

Joshua Iznerowicz Tenant

LOWE PROPERTIES LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Joshua Iznerowicz (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on April 20, 2023 with respect to application LTB-L016574-23.

This application was heard on July 13, 2023. The Landlord's representative Suzanne Cornish, and the Tenant, attended the hearing.

### Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. The Tenant proposed paying \$250.00 weekly to pay off the amount owing to the Landlord. This was incorporated into the consent order that gave rise to this application. The Tenant was late making the payments. According to the Landlord's representative, the Tenant has been late and missed rent payments throughout this tenancy. This fact was not disputed by the Tenant.
3. The Landlord's representative submits that she has consistently attempted to work with the Tenant to resolve rent payment issues. She has even driven to Orillia to visit the Tenant at his unit to work with him on this issue. Recently, the Landlord's representative was again attempting to work with the Tenant before filing this application with the Board, however all of these attempts went unanswered.
4. As of the date of this hearing the Tenant has not paid July rent which is \$1,207.45. When asked how much money the Tenant has currently, he testified he currently has \$1,000.00.

5. The Tenant proposed paying the Landlord \$750.00 now and then \$250.00 weekly to pay what he owes.
6. Considering the fact that the Tenant was to pay \$250.00 weekly, that he is behind on that payment schedule, and that he currently does not have the full amount of July rent which was due two weeks ago, I am not confident that the Tenant will comply with a conditional order granting relief from eviction. The Landlord has attempted to work with the Tenant, the testimony shows that the Tenant has the income to pay the rent. It seems clear that paying rent is not the Tenant's priority.
7. I find that it would be unfair to the Landlord to grant relief with a payment plan which will likely once again be unsuccessful. Throughout this tenancy the Landlord's representative has attempted to work with the Tenant to resolve this issue. Most recently the Tenant did not respond to this attempt to help. As a result, the tenancy will be terminated. Considering the time that has elapsed since this application was filed as well as the outstanding arrears and unpaid July rent a delay will not be granted.
8. As of the date of this hearing the Tenant owes the Landlord \$3,3385.11.

**It is ordered that:**

1. Order LTB-L-016574 is cancelled and replaced with the following:
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 6, 2023.
3. If the unit is not vacated on or before August 6, 2023, then starting August 7, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 August 7, 2023.
5. The Tenant shall pay to the Landlord \$3,385.11 less any last month rent deposit and interest owing. This amount represents rent owing to the end of July 2023.
6. The Tenant shall also pay to the Landlord \$39.70 per day for compensation for the use of the unit starting August 1, 2023 to 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 August 6, 2023, the Tenant will start to owe interest. This will be a simple interest calculated from August 7, 2023 at 6.00% annually on the balance outstanding.

**July 26, 2023**

**Date Issued**

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Greg Joy  
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 February 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.

