



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

**Citation:** 22 John Street Developments Inc. v Eradajaye, 2023 ONLTB 50304

**Date:** 2023-07-17

**File Number:** LTB-L-001852-23

**In the matter of:** 606-22 John Street  
York, ON M9N 0B1

**Between:** 22 John Street Developments Inc. Landlord

**And**

Afolabi Eradajaye Tenant

22 John Street Developments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Afolabi Eradajaye (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 6, 2023.

The Landlord's agents Madonna John and Cheryl Alforte, the Landlord's Legal Representative Debbesha Morris and the Tenant attended the hearing. The Tenant met with Tenant 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 \$1,817.95. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.77. This amount is calculated as follows: \$1,817.95 x 12, divided by 365 days.
5. The Tenant has paid \$4,145.29 to the Landlord since the application was filed.

6. The rent arrears owing to June 30, 2023 are \$13,543.60.
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 \$1,765.00 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 \$18.98 is owing to the Tenant for the period from January 1, 2023 to June 6, 2023.

*Section 83 Considerations*

10. The Tenant acknowledged the arrears and testified that he had lost his job and had recently been in an accident, which caused him to go into the arrears. The Tenant testified that he recently started a job with the City of Toronto and testified that he is now more financially stable. The Tenant testified that he is now taking home \$4,300.00 every month and that he plans on paying his rent on time and in full starting July 1, 2023 and plans on paying \$1,000.00 a month on the 18<sup>th</sup> of each month towards the arrears until they are paid in full.
11. The Landlord's Legal Representative submitted that the Landlord's agent had reached out to the Tenant on multiple occasions to resolve the issue however, they had never heard back from the Tenant. Further, the Landlord's Legal Representative submitted that the Tenant's payment plan is excessive and that the Tenant had been able to make payments earlier in the year and refused to do so.
12. Having reviewed the evidence of the parties, I am satisfied that the Tenant's payment plan is reasonable and is supported by the Tenant's income and current employment. As such, the Tenant will be directed to pay his rent on time and in full until and \$1,000.00 per month on the 18<sup>th</sup> of the month until the arrears are paid in full.
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.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is preserved, so long as the Tenant meets the following conditions.
2. The Tenants shall pay to the Landlord \$13,729.60 for arrears of rent up to June 30, 2023, and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

- a) \$1000.00 a month, on or before the 18th day of each month, starting July 18, 2023, and every consecutive month until July 18, 2024.
  - b) \$729.60 to be paid on or before August 18, 2024.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period starting July 1, 2023, to August 1, 2024, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach 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 June 30, 2023.

**July 17, 2023**

**Date Issued**

\_\_\_\_\_  
Jagger Benham

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.