



Order under Section 77(8) Residential Tenancies Act, 2006

Citation: Starlight Blackstar Opco Ltd. v Hall, 2023 ONLTB 39419

Date: 2023-07-14

File Number: LTB-L-035219-23-SA

In the matter of: 0408, 1862 BATHURST ST
TORONTO ON M5P3K8

Between: Starlight Blackstar Opco Ltd. Landlord

And

Shenene Hall Tenant

Starlight Blackstar Opco Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Shenene Hall (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 12, 2023 with respect to application LTB-L-041222-22-AM.

The Landlord's application was resolved by order LTB-L-035219-23, issued on May 31, 2023. The Tenant filed a motion to set aside order LTB-L-035219-23.

The motion was heard by videoconference on July 5, 2023. The Landlord's Legal Representative, S. Harris, and the Tenant attended the hearing.

Determinations:

1. Order LTB-L-041222-22-AM provided that the Landlord could apply to the Board 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 did not meet certain conditions specified in the order.
2. The Landlord filed the application under section 78 of the Act, alleging that the Tenant failed to pay the monthly rent and arrears of \$1,500.00 on May 1, 2023, contrary to the order. This resulted in ex parte eviction order LTB-L-035219-23 terminating the tenancy.
3. In support of the motion to set aside the order, the Tenant testified that she failed to make the payments because she had less income as her hours were reduced at work and her application to the rent bank was unsuccessful. The Tenant started training at a new job in May 2023, expects to earn \$1,000.00 a week and was paid \$2,600.00 in June 2023.
4. The Tenant who has resided in the rental unit for about two years requested an opportunity to continue the tenancy by making the payments of ongoing rent and arrears as previously ordered.

5. The Landlord opposed the Tenant's motion stating that order LTB-L-041222-22-AM granted the Tenant relief from eviction based on her promise to pay \$1,500.00 in arrears each month. The Tenant has not made any payments to the Landlord since April 2023.
6. Based on all the evidence, there is no dispute that the Tenant breached the order to pay the rent on the first day of the month and arrears of \$1,500.00 in May 2023, even though the order was based on her proposal. The Tenant has continued to breach the order by failing to pay arrears and rent for the months of June 2023 and July 2023, despite receiving income of at least \$2,600.00 in June 2023.
7. I have considered all the disclosed circumstances in accordance with subsection 78(11) (b) of the Residential Tenancies Act, 2006 (the 'Act'), and find that it would be unfair to grant the Tenant's motion. The Tenant has shown a complete disregard for the relief granted by the Board. Giving the Tenant another opportunity to continue the tenancy would lead to further noncompliance and an injustice to the Landlord.

It is ordered that:

1. The motion to set aside Order LTB-L-035219-23, issued on May 31, 2023, is denied. The order is confirmed and remains unchanged.
2. The stay of Order LTB-L-035219-23 is lifted on July 28, 2023.

July 14, 2023
Date Issued

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Member, Landlord and Tenant Board

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