



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1920/1944 Davisville Centre Inc. v Emad Al Shehri, 2023 ONLTB 45384

Date: 2023-06-21

File Number: LTB-L-054726-22

In the matter of: 203, 1944 YONGE ST
TORONTO ON M4S3E5

Between: 1920/1944 Davisville Centre Inc. Landlord

And

Emad Al Shehri Tenant

1920/1944 Davisville Centre Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Emad Al Shehri (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 11, 2023.

The Landlord's Legal Representative Alethia Hall and the Tenant attended the hearing. The Tenant spoke 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 \$1,816.54. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.72. This amount is calculated as follows: \$1,816.54 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$14,553.86.

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 \$1,795.00 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.

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9. Interest on the rent deposit, in the amount of \$18.92 is owing to the Tenant for the period from January 1, 2022 to April 11, 2023.
10. The Landlord was willing to accept a payment plan over a 6-month term. The Tenant proposed an 8-month plan whereby he would pay \$1,842.49 on or before the 15th of each month in addition to the monthly rent on the 1st day of the month.
11. The Tenant testified that because he had been working a seasonal job, he had no income and was unable to pay any rent from September 2022 due to his other expenses. He stated that he now has a new seasonal job which pays approximately \$4,000.00 per month. The Tenant also stated that he has applied to the Rent Bank for assistance and has received contact information for the EPIC rent assistance program.
12. The Tenant testified that the rental unit is close to his employment, and he has no other immediate options for housing should the tenancy be terminated.
13. I have considered the concerns of the Landlord that the Tenant does not yet have confirmation that he will receive funds from the Rent Bank or the EPIC program and that he has had to use the Rent Bank in the past in order to pay the lawful monthly rent. I have also considered the Landlord's concern that if there is a breach of the payment agreement, there is a procedural delay in regaining possession of the rental unit. While I acknowledge this delay, no submissions were made of any unusual hardship that this would pose to the Landlord.
14. I do not find that an 8-month payment plan rather than the 6-month plan proposed by the Landlord causes additional prejudice to the Landlord. If there is a breach of a payment plan of either duration, the Landlord's interests are protected by the recourse provided by section 78 of the Act, and the procedural delay in regaining possession of the rental unit is the same.
15. Based on his stated monthly income, it appears that the Tenant is able to meet his monthly rent payments on an ongoing basis after the arrears are paid.
16. I accept the testimony of the Tenant that he is in contact with the rent assistance programs and note that he has stated that he will be able to make the agreed payments toward arrears in addition to his monthly rent payments. I am satisfied that the Tenant understands

the consequence of a breach of the payment agreement, including in relation to termination of the tenancy.

17. 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 Tenant shall pay to the Landlord \$14,739.93 for arrears of rent up to April 30, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

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- April 28, 2023: \$1,842.49
 - On or before May 15, 2023 and each and every month up to and including October 2023: \$1,842.49
 - On or before November 15, 2023: \$1,842.50
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 1, 2023 to December 1, 2023, or until the arrears are paid in full, whichever date is earliest.
 4. 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 April 30, 2023.

June 21, 2023

Date Issued

Margo den Haan
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto ON M7A 2G6

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