



## Order under Section 78(11) Residential Tenancies Act, 2006

**Citation:** Akelius Canada Ltd. v Angelina Poku, 2023 ONLTB 42858

**Date:** 2023-06-14 **File Number:**  
LTB-L-020685-23-SA

**In the matter of:** 1103, 800 RICHMOND ST W TORONTO  
ON M6J3N8

**Between:** Akelius Canada Ltd. Landlord

**And**

Angelina Poku Tenant

Akelius Canada Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Angelina Poku (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 September 12, 2022 with respect to application LTB-L-010342-22.

The Landlord's application was resolved by order LTB-L-020685-23, issued on April 27, 2023. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-020685-23.

The motion was heard by videoconference on May 31, 2023. The Landlord's Agent, Maya Mangilit, the Landlord's Legal Representative, Dabbesha Morris, and the Tenant attended the hearing. The Tenant declined the opportunity to speak with Duty Counsel prior to the hearing.

### Determinations:

1. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-020685-23.
2. The stay of order LTB-L-020685-23 is lifted on June 30, 2023.
3. The Tenant does not dispute that she breached the order. The Tenant explains that she was let go from her employer in Oct 2022 and started working as an independent contractor. During this time, she had difficulties getting contracts. Accordingly, her income decreased. The Tenant proposes a new payment plan. For the reasons below, it would be unfair grant the new payment plan.

4. According to the Tenant's ledger, the Tenant has not made any payments to the Landlord since January 10, 2023. This is despite receiving Ontario Works, child tax credits, and approximately \$9,000.00 from the Tenant's retirement fund in late April or early May 2023. The arrears have increased since the initial hearing. At that time the arrears and costs were \$8,250.76. As of the date of this hearing, the arrears and costs were \$10,858.75.

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5. Based on the evidence before me, I do not find the tenancy viable. The Tenant indicates that she is currently pregnant and will be going on maternity leave again. At that time, she intends to apply to EI and will rely on EI and OW to pay her rent and arrears. Her plan is contingent on future events that may or may not happen. Under these circumstances, it would be unfair to grant the Tenant's motion and impose a new payment plan that would likely result in another breach.
6. I find it appropriate to delay the lifting of the stay to 2 weeks to allow the Tenant time to vacate the rental unit. The Tenant is pregnant and requires some time to move.

**It is ordered that:**

1. The motion to set aside Order LTB-L-020685-23, issued on April 27, 2023, is denied.
2. The stay of Order LTB-L-020685-23 is lifted on June 30, 2023.

**June 14, 2023**

**Date Issued**

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Khalid Akram

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.

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