



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

Citation: Harrow v Czaja-Bryan aka Czaja, 2023 ONLTB 42642

Date: 2023-06-14

File Number: LTB-L-003297-23-SA

In the matter of: BASEMENT UNIT, 65 MANCROFT CRES
BRAMPTON ON L6S2V2

Between: Joanne Harrow Landlord

And

Rowan Czaja-Bryan aka Czaja Tenant

Joanne Harrow (the 'Landlord') applied (in an L4 application) for an order to terminate the tenancy and evict Rowan Czaja-Bryan aka Czaja (the 'Tenant') because the Tenant failed to meet a condition specified in the order on consent issued by the LTB on September 28, 2022 with respect to application LTB-L-015075-22 (the "LTB Order").

The Landlord's L4 application was resolved by order LTB-L-003297-23, issued on March 2, 2023 (the '*ex parte* Order'). The Tenant filed a motion to set aside the *ex parte* Order.

This motion to set aside was heard by videoconference on March 22, 2023.

The Tenant and the Landlord attended the hearing. The Tenant consented with Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Tenant did not deny that he breached the LTB Order as set out in the L4 application filed by the Landlord.
2. The Tenant testified concerning the circumstances surrounding his breaching of the LTB Order. He spoke about his being in 'trade school' and the difficulties he experienced with getting paycheques from a Fusion Tech job in December 2022, which ultimately ended with him being laid off. Almost in parallel, he was involved in a serious incident with his car which required him to buy a new car in February 2023. Currently he works full-time on Bell

and Rogers fibre lines for a company called Clic, which is a subcontractor to Centrex, and is now making bi-weekly income of about \$1,800.00. The Tenant acknowledged the Landlord has tried to work with him on his arrears. He would like to continue the tenancy if possible, but he understands the Landlord's position in this as she is looking to end the tenancy.

- The Landlord testified that currently, the Tenant owes him a total of \$2,300 in rent arrears up to March 31, 2023, inclusive of the filing fee. She confirmed that she had tried to help the Tenant but she is a small landlord and cannot afford to continue the tenancy if the

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arrears are not paid, never mind future rents that will need to be paid. The Landlord stated her personal feeling that the Tenant has been unreliable to date.

- Based on the submissions of the parties, I told the parties that I find in favour of the Tenant's motion. I am satisfied that the circumstances surrounding the breaching of the LTB Order were valid circumstances. I also acknowledge the Landlord has been further prejudiced or negatively impacted because the original arrears under the LTB Order of \$2,136.00 has in effect not been paid down, but has gone up slightly to \$2,300.00
- I informed the parties that I would issue an order to re-structure the repayment of the current \$2,300.00 and I that I would base the repayment on the Tenant's current financial abilities, which were disclosed during the hearing. Specifically, the Tenant stated he is able to pay a total of \$1,500.00 per month (rent plus arrears).

It is ordered that:

- The Tenant's motion to set aside is granted.
- Order LTB-L-003297-23, issued on March 2, 2023 is set aside. An order that is set aside cannot be enforced.
- Order LTB-L-015075-22 issued on September 28, 2022, is cancelled and replaced with the following order.
- The Tenant shall pay \$2,300.00 to the Landlord, which represents arrears of rent and costs outstanding for the period ending March 31, 2023.
- The Tenant shall pay the Landlord \$2,300.00, plus new monthly rent as it becomes due, according to the following schedule.

On or before date	Payment to be made	Reason/Explanation

April 1, 2023	\$1,500.00	\$1,125.00 rent for April 2023 plus \$375.00 arrears
May 1, 2023	\$1,500.00	\$1,125.00 rent for May 2023 plus \$375.00 arrears
June 1, 2023	\$1,500.00	\$1,125.00 rent for June 2023 plus \$375.00 arrears
July 1, 2023	\$1,500.00	\$1,125.00 rent for July 2023 plus \$375.00 arrears
August 1, 2023	\$1,500.00	\$1,125.00 rent for August 2023 plus \$375.00 arrears
September 1, 2023	\$1,550.00	\$1,125.00 rent for September 2023 plus \$425.00 balance of arrears

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6. If the Tenant fails to make any one of the payments in accordance with paragraph 5 this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing. As well, the Landlord may, without notice to the Tenant, and usually without any hearing involved, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the *Residential Tenancies Act, 2006* 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 March 31, 2023.

June 14, 2023

Date Issued

Alex Brkic

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.