



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

**Citation:** Zbigniew Karas v Gordon Bryan, 2023 ONLTB 41564

**Date:** 2023-06-12

**File Number:** LTB-L-068471-22

**In the matter of:** 106, 1445 HURON ST  
LONDON ON N5V2E6

**Between:** Zbigniew Karas Landlord

**And**

Gordon Bryan Tenant

Zbigniew Karas (the 'Landlord') applied for an order to terminate the tenancy and evict Gordon Bryan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 24, 2023. The Landlord's representative, Bogumil Karas, attended the hearing. As of 11:01 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. The Landlord served the Tenant with a valid Notice to End the Tenancy Early for Nonpayment 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 \$860.00. It is due on the 28th day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$28.27. This amount is calculated as follows: \$860.00 x 12, divided by 365 days.

5. The Tenant has paid \$6,191.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 27, 2023 are \$2,229.00.
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 \$730.00 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 \$110.13 is owing to the Tenant for the period from March 15, 2014 to May 24, 2023 if the tenancy is terminated.
10. The Landlord's representative submitted that on January 28, 2023 the Landlord and the Tenant agreed to an arrears repayment plan. The plan included the Tenant paying \$840.00 in rent plus a \$360.00 rent arrears payment on the 28<sup>th</sup> day of each month. The representative stated that when the rent increased to \$860.00 per month in May 2023 the arrears payment reduced to \$340.00 monthly to keep the total monthly payment of \$1200.00 consistent for the Tenant.
11. The Landlord's representative submitted further that the Tenant has successfully made payments according to the plan; therefore, the Landlord would like to continue with a payment plan. The Landlord no longer seeks an eviction of the Tenant on the condition that the rent arrears and monthly rent are paid.
12. The Landlord's representative stated further that he believes that the Tenant had a heart attack three to six months ago, but that he was not aware of the Tenant's current health status.
13. The Tenant or the Tenant's representative was not present at the hearing to provide submissions with respect to the Tenant's relief from eviction. However, on the basis of the Landlord's uncontested evidence, given the Tenant's successful rent arrears payments according to a payment plan, and the Landlord's willingness to adopt this payment plan, I find that the continuation of a payment plan, rather than an eviction, would be reasonable and appropriate under the circumstances. I find that a payment plan would not be unfair to the Landlord given the Landlord's agreement to employ one with rent arrears payments of \$340.00 monthly.
14. 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 \$2,415.00, representing rent arrears of \$2,229.00 to May 27, 2023, and the \$186.00 application fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - (a) June 28, 2023 \$340.00;
  - (b) July 28, 2023 \$340.00;
  - (c) August 28, 2023 \$340.00;
  - (d) September 28, 2023 \$340.00;
  - (e) October 28, 2023 \$340.00;
  - (f) November 28, 2023 \$340.00; and (g) December 28, 2023 \$375.00.

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3. The Tenant shall also pay to the Landlord the lawful monthly rent on the 28<sup>th</sup> day of each month for the period from June 2023 to December 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 May 27, 2023.

**June 12, 2023**

**Date Issued**

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Frank Ebner

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.