



Order under Section 69 Residential Tenancies Act, 2006

Citation: Starlight Canadian Residential Growth Fund II v Noah Gebrehiwet, 2023 ONLTB 37647

Date: 2023-06-07

File Number: LTB-L-067511-22

In the matter of: 1207, 2900 CARLING AVE
OTTAWA ON K2B7J6

Between: Starlight Canadian Residential Growth Fund II Landlord

And

Noah Gebrehiwet Tenant

Starlight Canadian Residential Growth Fund II (the 'Landlord') applied for an order to terminate the tenancy and evict Noah Gebrehiwet (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

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

The Landlord's representative Sofia Enriquez and the Tenant attended 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 \$1,063.91. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.98. This amount is calculated as follows: \$1,063.91 x 12, divided by 365 days.
5. The Tenant has paid \$1,837.97 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$6,415.79.
7. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$20.00 for bank fees the Landlord incurred as a result of 2 cheque given by or on behalf of the Tenant which was returned NSF.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Tenant did not dispute the arrears but submitted that he had difficulty paying his rent since losing his job in September 2022, and he did qualify for employment insurance benefits because he did not accumulate sufficient work hours. The Tenant claims he resides with his girlfriend in the rental unit, who also lost her job in June 2022, and they have been living off their savings to get by. The Tenant claims that he just signed a full-time work contract on April 28, 2023 and seeks a minimum monthly payment plan of \$570.00.
11. The Landlord expressed doubt about the Tenant's ability to pay rent arrears because he is not working and feels that a monthly payment plan may not be feasible and could worsen the Tenant's financial situation. The Landlord waived off the NSF fees of \$240.00 from the arrears and is seeking a standard eviction due to financial difficulties caused by the Tenant's unpaid rent.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until June 30, 2023 pursuant to subsection 83(1)(b) of the Act.
13. Overall, while considering the Tenant's circumstances, delaying the eviction until June 30, 2023, as per subsection 83(1)(b), would be reasonable because it gives the Tenant sufficient time to settle the rent arrears and void this order within a period as preferred by the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - **\$7,665.70** if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$5,922.66**. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the

application and unpaid NSF charges. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$34.98 per day for the use of the unit starting May 12, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 19, 2023 at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before June 30, 2023, then starting July 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 1, 2023.

2023 ONLTB 37647 (CanLII)

June 7, 2023
Date Issued

Percy Laryea
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 1, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2023

Rent Owing To June 30, 2023	\$9,317.67
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,837.97
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$7,665.70

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$7,574.63
Application Filing Fee	\$186.00
NSF Charges	\$60.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,837.97
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$5,922.66
Plus daily compensation owing for each day of occupation starting May 12, 2023	\$34.98 (per day)

