



Order under Section 69 Residential Tenancies Act, 2006

Citation: 3250 Keele Apartments Inc. v Martin Halden, 2023 ONLTB 39518

Date: 2023-05-23

File Number: LTB-L-072864-22

In the matter of: 314, 3250 KEELE ST
NORTH YORK ON M3M3C5

Between: 3250 Keele Apartments Inc. Landlord

And

Martin Halder Tenant

3250 Keele Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Martin Halden (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Representative Ichi Arsenio 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 \$983.64. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.34. This amount is calculated as follows: \$983.64 x 12, divided by 365 days.
5. The Tenant has paid \$5,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$1,837.41.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenant testified that he could pay off the arrears by the end of May 2023 if he takes out a loan, otherwise he could pay \$200.00 a month towards the arrears. The tenant receives \$1,500.00 from disability each month but testified that his payments have been coming in late. The Tenant lives with his wife who is also unemployed. The Tenant has lived in the rental unit since 2004.

9. The Landlord is opposed to a repayment plan and their Representative indicated that the Landlord has already made attempts to negotiate one.
10. 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.
11. While the Tenant did say that he could pay off the arrears if he took out a loan, I find a repayment plan to be fair in the circumstances. The Tenant has lived in the rental unit for nearly 20 years. The Tenant's monthly disability payment is sufficient to cover both the rent and the \$200.00 arrears payment he suggested. The payment plan will involve the Landlord receiving monthly rent on time, plus full payment of the arrears in 11 months.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,023.41 for arrears of rent up to May 31, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 1. On or before June 15, 2023 a payment of \$200.00;
 2. On or before July 15, 2023 a payment of \$200.00;
 3. On or before August 15, 2023 a payment of \$200.00;
 4. On or before September 15, 2023 a payment of \$200.00;
 5. On or before October 15, 2023 a payment of \$200.00;
 6. On or before November 15, 2023 a payment of \$200.00;
 7. On or before December 15, 2023 a payment of \$200.00;
 8. On or before January 15, 2024 a payment of \$200.00;
 9. On or before February 15, 2024 a payment of \$200.00;
 10. On or before March 15, 2024 a payment of \$200.00;
 11. On or before April 15, 2024 a final payment of \$23.41.

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 June 1, 2023 to April 1, 2024, 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 31, 2023.

May 23, 2023
Date Issued

Amanda Kovats
Member, Landlord and Tenant Board

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