



Order under Section 69 Residential Tenancies Act, 2006

Citation: ASROMA CAPITAL FUNDS CORP v Justin Wozniak, 2023 ONLTB 38729

Date: 2023-05-23

File Number: LTB-L-071043-22

In the matter of: 3, 66 CENTURY ST
HAMILTON ON L8L1W1

Between: ASROMA CAPITAL FUNDS CORP Landlord

And

Justin Wozniak and Steve Volpato Tenant

ASROMA CAPITAL FUNDS CORP (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Wozniak and Steve Volpato (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 10, 2023 at 1:00 pm.

The Landlord Agent Patricia Lenore Power and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
5. The Tenants have paid \$3,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$3,200.00.
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 \$600.00 from the Tenants 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.
9. At the time of the hearing the Tenants didn't dispute the amount owing and testified that their rent subsidy went directly to the Landlord and that hadn't been able to pay the

requisite difference due to the Landlord not providing the banking information and that the previous property manager had pocketed their payments. They further submitted that they were intent on maintaining the tenancy a proposed a payment plan.

10. In response the Landlord Agent identified herself as the current property manager, having replaced the previous that was let go. She further testified that she would be able to process the Tenants payments and or provide the banking information.
11. 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 \$3,386.00 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:
 - a. On or before June 01, 2023 -\$200.00;
 - b. On or before July 01, 2023 -\$200.00;
 - c. On or before August 01, 2023 -\$200.00;
 - d. On or before September 01, 2023 -\$200.00;
 - e. On or before October 01, 2023 -\$200.00;
 - f. On or before November 01, 2023 -\$200.00;
 - g. On or before December 01, 2023 -\$200.00
 - h. On or before January 01, 2024 -\$200.00;
 - i. On or before February 01, 2024 -\$200.00;
 - j. On or before March 01, 2024 -\$200.00;
 - k. On or before April 01, 2024 -\$200.00;
 - l. On or before May 01, 2024 -\$200.00;
 - m. On or before June 01, 2024 -\$200.00;
 - n. On or before July 01, 2024 -\$200.00;

- o. On or before August 01, 2024 -\$200.00;
 - p. On or before September 01, 2024 -\$200.00; and
 - q. On or before October 01, 2024 -\$186.00.
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 01, 2023 to October 01, 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

Kelly Delaney
Member, Landlord and Tenant Board

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

