



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Aaron Bodajla v Anne Matimu, 2023 ONLTB 38901

**Date:** 2023-05-19

**File Number:** LTB-L-017140-23

**In the matter of:** 38 PINE ST  
WELLAND ON L3C4G1

**Between:** Aaron Bodajla Landlord

**And**

Anne Matimu and ~~Martin~~ **Marvin** Symister Tenants

Aaron Bodajla (the 'Landlord') applied for an order to terminate the tenancy and evict Anne Matimu and Martin Symister (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on May 11, 2023 at 9:00 a.m.

The Landlord, represented by Andrew Choubeta, a licensed Paralegal, and Tenants Anne Matimu, representing herself and ~~Martin~~ **Marvin** Symister, attended the hearing.

### Preliminary Issue:

1. The Tenant sought to amend the application; her spouse's name is "Marvin" Symister, not Martin Symister.
2. The Landlord's representative consented to the amendment.
3. The Board consent to amendment. The application will be amended to reflect that the Tenant's name is "Marvin Symister".

**The amendment has been bolded and underlined for easy reference.**

### 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 \$1,742.50. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$57.29. This amount is calculated as follows:  $\$1,742.50 \times 12$ , divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$13,615.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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 Tenants shall pay to the Landlord \$13,801.00 for arrears of rent up to May 31, 2023, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - a) On or before May 19, 2023, the Tenants shall pay to the Landlord the sum of \$2,000.00 which shall be applied to outstanding rental arrears
  - b) On or before June 15, 2023, the Tenants shall pay to the Landlord the sum of \$2,000.00 which shall be applied to outstanding rental arrears
  - c) On or before July 15, 2023, the Tenants shall pay to the Landlord the sum of \$2,000.00 which shall be applied to outstanding rental arrears
  - d) On or before August 15, 2023, the Tenants shall pay to the Landlord the sum of \$2,000.00 which shall be applied to outstanding rental arrears
  - e) On or before September 15, 2023, the Tenants shall pay to the Landlord the sum of \$2,000.00 which shall be applied to outstanding rental arrear
  - f) On or before October 15, 2023, the Tenants shall pay to the Landlord the sum of \$2,000.00 which shall be applied to outstanding rental arrear
  - g) On or before November 15, 2023, the Tenants shall pay to the Landlord the sum of \$1,801.00 which shall be applied to outstanding rental arrears
3. The Tenants 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 November 1, 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 31, 2023.
5. If the Tenants do not pay the Landlord any of the payments as scheduled, then the full amount becomes due and payable the day after default and the Tenants will start to owe interest. This will be simple interest calculated from day after the default and will be calculated at 6.00% annually on the balance outstanding.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

**May 19, 2023**  
**Date Issued**

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Peter Pavlovic  
Member, Landlord and Tenants 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.