



Order under Section 69 Residential Tenancies Act, 2006

Citation: Abraham Kokkat C/o Anson Kokkat & Nixon Manuel v Ryan Todd, 2023 ONLTB 36564

Date: 2023-05-11

File Number: LTB-L-057878-22

In the matter of: UNIT 7, 364 GREY ST
LONDON ON N6B1G9

Between: Abraham Kokkat C/o Anson Kokkat & Nixon Manuel Landlord

And

Ryan Todd Tenant

Abraham Kokkat C/o Anson Kokkat & Nixon Manuel (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Todd (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 24, 2023.

The Landlord's Representative Carmen Dawdy 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 \$1,014.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.36. This amount is calculated as follows: \$1,014.75 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$8,019.00.

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 \$990.00 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.
9. Interest on the rent deposit, in the amount of \$21.71 is owing to the Tenant for the period from December 1, 2021 to April 24, 2023.
10. The Tenant requested relief from eviction in the form of a payment plan. The Tenant testified that he could pay \$400.00 a month towards the arrears. The Tenant testified that he was out of work for a significant period but is now back to work and makes \$2,000.00 a month. He said that he has a potential wage increase coming but does not have it yet. The Tenant also testified that he has approximately \$10,000.00 in debt unrelated to the rental unit arrears. He also testified that he has reached out to the Salvation Army for assistance but has yet to receive any confirmation of assistance yet.
11. I do not think it would be fair in the circumstances to impose a repayment plan for two reasons. First, I am not satisfied that the Tenant would abide by it. While the Tenant testified that he has returned to work, the Tenant has not made any rent payments in the last 8 months. The Tenant also has debts beyond just the rent arrears. Second, the proposed repayment schedule would take the Tenant approximately a year and half to pay off the arrears. As the Landlord has been without payment since September 2022, I do not think it is fair in the circumstances to impose a year and a half repayment plan.
12. The Tenant also requested relief from eviction in the form of a delayed eviction by 4-5 months. The Landlord is opposed to any delay. 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 postpone the eviction until May 31, 2023 pursuant to subsection 83(1)(b) of the Act. This is to provide the Tenant with time to find new living accommodations. However, I have declined to postpone the eviction any further than May 31, 2023 because of the significant amount of outstanding arrears.

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:**
 - \$9,219.75 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,979.18. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$33.36 per day for the use of the unit starting April 25, 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 May 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2023, then starting June 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 June 1, 2023.

May 11, 2023

Date Issued

Amanda Kovats

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 December 1, 2023 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.

**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 May 31, 2023

Rent Owing To May 31, 2023	\$9,033.75
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$9,219.75

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

Rent Owing To Hearing Date	\$7,804.89
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$990.00
Less the amount of the interest on the last month's rent deposit	- \$21.71
Total amount owing to the Landlord	\$6,979.18
Plus daily compensation owing for each day of occupation starting April 25, 2023	\$33.36 (per day)

2023 ONLTB 36564 (CanLI)