



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** HOMESFIRST v Ssentongo, 2023 ONLTB 35925

**Date:** 2023-05-11

**File Number:** LTB-L-043709-22

**In the matter of:** 91, 91 STANLEY TERR  
TORONTO ON M6J3V8

**Between:** HOMESFIRST Landlord

**And**

James Ssentongo Tenants Maria Kako

HOMESFIRST (the 'Landlord') applied for an order to terminate the tenancy and evict James Ssentongo and Maria Kako (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 1, 2023.

The Landlord attended the hearing. The Landlord was represented by Sarbjit Kaur. The Tenants attended the hearing and were self-represented.

### **Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment 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 \$601.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$19.76. This amount is calculated as follows: \$601.00 x 12, divided by 365 days.
5. The Tenants had paid \$7,752.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$8048.00.

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.

Section 83 considerations

Tenant's evidence

9. The Tenants do not dispute the outstanding arrears, explaining that they fell into arrears due to circumstances related to a disruption in their personal relation combined with a disruption in family income. However, as of the date of the hearing the Tenants explained that their financial circumstances have changed and proposed (after reviewing their current sources of incomes and monthly expenses with the Board) that they are in a position to commit to a payment plan of \$800.00 per month paid toward the arrears, in addition to paying their monthly rent on time.
10. In response to questions posed by the Board regarding the impact an eviction would have on the Tenants, both expressed concern about housing their three children (who are 17, 15 and 12 years of age) who, along with the Tenants, have lived in the unit for approximately four years. In the event the Board grants the application, the Tenants ask for at least three months to find a new place to live.

Landlord's evidence

11. The Landlords evidence was that they would prefer not to terminate the tenancy and that, as a housing provider, they would be willing to preserve the tenancy by accepting a payment plan over a period of 6 months to address the arrears, while also requiring the Tenants to pay future rent on time. Although they would prefer to preserve the tenancy and work with the Tenants, they do have obligations as a Landlord to meet which require rent to be paid in a timely manner.

Analysis

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 Tenants 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 \$8,234.00, which represents the arrears of rent (\$8,048.00) and costs (\$186.00) outstanding for the period ending May 31, 2023.
2. The Landlord's application for eviction of the Tenants is denied on the condition that:
  - (a) The Tenants shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:
    1. Beginning on or before May 25, 2023, the Tenants shall pay the Landlord \$800.00 and shall continue to pay the Landlord \$800.00 per month on or before the 25<sup>th</sup> day of each month during the period of May 25, 2023, to February 25, 2024;
    2. On or before March 25, 2024, the Tenants shall pay the Landlord \$234.00.
  - (b) The Tenants shall also pay the Landlord the lawful monthly rent as it becomes due on or before the 1<sup>st</sup> day of the month starting June 1, 2023 until the arrears are paid in full.
3. If the Tenants fail to make any of the payments in accordance with paragraph 2, and by the dates required, then:
  - (a) The Landlord may apply, without notice to the Tenants, under section 78 of the *Residential Tenancies Act*, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenants, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
  - (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Act.

**May 11, 2023**

**Date Issued**

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Emile Ramlochan

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.