



**Order under Section 69  
Residential Tenancies Act, 2006**

**Citation:** 780 Eglinton Ave East Inc. v Brian Hotton, 2023 ONLTB 35907

**Date:** 2023-05-11

**File Number:** LTB-L-058338-22

**In the matter of:** 780 EGLINTON AVE E  
EAST YORK ON M4G2K7

**Between:** 780 Eglinton Ave East Inc. Landlord

**And**

Brian Hotton and Christina Hotton Tenant

780 Eglinton Ave East Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Hotton and Christina Hotton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord Representative Mark Ciobotaru attended the hearing.

As of 1:30 pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**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 \$2,719.76. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$89.42. This amount is calculated as follows: \$2,719.76 x 12, divided by 365 days.
5. The Tenant has paid \$16,318.56 to the Landlord since the application was filed.

6. The rent arrears owing to April 30, 2023 are \$2,719.76.
7. The Landlord collected a rent deposit of \$2,687.70 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.

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8. Interest on the rent deposit, in the amount of \$19.81 is owing to the Tenant for the period from January 1, 2021 to April 24, 2023.
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.
10. Specifically at the time of the hearing the Landlord Representative entered into evidence a payment plan signed both parties

**It is ordered that:**

1. The Tenant shall pay to the Landlord 2,905.76 for arrears of rent up to April 30, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 on or before April 27, 2023.
3. 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 April 30, 2023.

**May 11, 2023**

**Date Issued**

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Kelly Delaney

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.

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