



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

Citation: elain v Michael Bole, 2023 ONLTB 34564

Date: 2023-05-08

File Number: LTB-L-058292-22

In the matter of: BASEMENT, 128 CONCORD AVE TORONTO
ON M6H2P3

Between: Jack Pereira Landlord

And

Michael Bole Tenant

Jack Pereira (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Bole (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, Elaine Page 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 \$1,080.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$35.51. This amount is calculated as follows: \$1,080.00 x 12, divided by 365 days.
5. The Tenant has paid \$6,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$4,118.00.

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 \$1,020.00 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.

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9. Interest on the rent deposit, in the amount of \$5.80 is owing to the Tenant for the period from February 1, 2023 to April 24, 2023.

Relief from Eviction

10. 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.
11. The Landlord's representative testified that they attempted to communicate with the Tenant regarding a repayment plan that did not materialize. The Tenant has told the Landlord that he has gone to the rent bank. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant.
12. The Landlord sought an eviction order with eviction postponed to May 15, 2023 based on the Tenant's circumstances.
13. The Tenant wants to preserve her tenancy and avoid eviction. This has been a long tenancy which started in 2016.
14. The Tenant testified that he lost his job during COVID and has now started working at Canadian Tire. He has been attempting to pay his rent on time along with making significant payments towards the arrears. His employment income is roughly of \$2,400.00 per month. He does have a subsidy for his rent of approximately \$500.00 per month. His expenses are roughly \$450.00 per month.
15. The Tenant admitted his monthly income covers his monthly expenses and he can cover the normal monthly rent along with arrears payments as he would like to enter into a repayment agreement with the Landlord.
16. The Tenant testified that he would be agreeable to the conditional payment plan however, as he is just getting his finances stabilized, he asked for additional time to pay May 2023

rent. He confirmed that he could make payments of \$700 per month to clear the arrears and costs before the end of the year.

17. Although the Landlord sought a delayed standard order for eviction, I find that an order imposing the proposed payment plan would be less prejudicial to the Tenant than issuing a 'standard order' and the Tenant is afforded an opportunity to preserve their Tenancy and remain in the rental unit.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,304.00 for arrears of rent and costs up to April 30, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

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a) \$700.00 on the 20th day of each month commencing May 20, 2023 through October 20, 2023.

b) \$104.00 on November 20, 2023.

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing on May 5, 2023 and ongoing from 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 Tenants, 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 8, 2023

Date Issued

Camille Clyne

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 November 20, 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.

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