



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

**Citation:** GALAXY REAL ESTATE CORE ONTARIO PROPERTIES LP v richard Bilyk, 2023  
ONLTB 34702

**Date:** 2023-05-03

**File Number:** LTB-L-058626-22

**In the matter of:** 207, 245 LAKE SHORE DR ETOBICOKE  
ON M8V2A8

**Between:** Galaxy Real Estate Core Ontario Properties Landlord  
LP

**And**

Richard Bilyk Tenant

Galaxy Real Estate Core Ontario Properties LP (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Bilyk (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

This L1 application was heard by videoconference on April 24, 2023.

The Landlord's Legal Representative, Sophia Enriquez, and the Tenant attended the hearing. The Tenant opted not to consult with Tenant Duty Counsel prior to 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. As of January 1, 2023 the monthly rent went from \$1,741.36 to \$1,784.89. Rent is due on the 1st day of each month.

4. Based on the current monthly rent, the daily rent/compensation is \$58.68. This amount is calculated as follows: \$1,784.89 x 12, divided by 365 days.
5. The Tenant has not made any payments since the L1 application was filed.
6. The rent arrears owing to April 30, 2023 are \$16,339.59. The Tenant did not dispute this amount.
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 \$1,717.44 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 \$19.81 is owing to the Tenant for the period from January 1, 2022 to April 24, 2023.
10. The Landlord confirmed their request for a standard voidable order, whereas the Tenant request relief from eviction by proposing a four month repayment plan (with possible eviction only if he breaches the payment plan).
11. The Tenant testified as to his recent return to full-time project management work for construction projects and he averred that his current contract will see him receive a sizeable lump sum bonus (of \$20,000) in short order. He was cross-examined by the Landlord's Legal Representative, but the Landlord was not satisfied with the Tenant's submissions and so did not change their position in respect to their request for a standard voidable order.
12. I came to a different determination and was satisfied on a balance of probabilities that the Tenant's testimony provided enough substantive information relative to past circumstances and to expected monthly/bonus income capabilities. I find the Tenant should be given one last chance to make good on his proposed repayment plan which will see him pay monthly rents and \$5,000.00 arrears for three months consecutively, followed a fourth month's payment of rent and \$1,525.59 to the remaining balance of arrears. This proposal will allow the tenancy to continue intact while the Landlord should be able to realize the return of all rent arrears owing to them.
13. 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. In order for the tenancy to continue, and with reference to Schedule 1 below, the Tenant shall pay the Landlord **\$16,525.59** (the full amount owing), which includes: ○ \$16,339.59

for rent arrears owing up to April 30, 2023; o \$186.00 for the fee paid by the Landlord for filing the L1 application.

- 2. The Tenant shall pay the Landlord the full amount set out in paragraph 1 according to the following schedule:

Table with 3 columns: On or before, Payment to be made, Reason. Rows include dates from May 1, 2023 to August 1, 2023 with corresponding payment amounts and reasons like 'Arrears + filing fee' and 'Balance of arrears'.

- 3. The Tenant shall also pay the Landlord the full rent on or before the first (1st) day of each month for the period beginning on May 1, 2023 up to and including August 1, 2023, or until all arrears in paragraph 1 have been paid, whichever is sooner.

- 4. CONSEQUENCES OF BREACH: If the Tenant does not make any of the payments required in paragraphs 2 or 3 above, in full and on time:

- o The Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant, 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 condition set out in paragraph 2 or 3. This normally results in the LTB issuing an eviction order without a hearing being held.

May 3, 2023

Date Issued

Alex Brkic

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 15, 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy**

|  |                    |
|--|--------------------|
| Rent Owing To April 30, 2023   | \$16,339.59        |
| Application Filing Fee   | \$186.00           |
| NSF Charges  | \$0.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$0.00           |
| <b>Less</b> the amount the Tenant paid into the LTB since the application was filed    | - \$0.00           |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$16,525.59</b> |

2023 ONL TB 34702 (CanLI)