



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

**Citation:** Traymore Apartments Ltd. v Aldwyn Edwards, 2023 ONLTB 33684

**Date:** 2023-04-28

**File Number:** LTB-L-027019-22

**In the matter of:** 215, 1607 Victoria Park Avenue  
Scarborough ON M1R1P4

**Between:** Traymore Apartments Ltd. Landlord

**And**

Aldwyn Edwards Tenant

Traymore Apartments Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Aldwyn Edwards (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant pays the rent persistently late.

This application was heard by videoconference on April 19, 2023.

The Landlord's agent, L. Klein, and the Tenant's daughter, S. Edwards, attended the hearing. The Tenant checked in, but then he had to leave before the hearing. The Tenant's daughter, S. Edwards, attended the hearing on the Tenant's behalf. S. Edwards is an occupant of the rental unit.

**Determinations:**

L2 Application: Persistent Late Payment of rent

1. The monthly rent is \$1,081.21, and it is due on the first day of each month.
2. The Tenant has persistently paid the rent late for at least 18 months.
3. The Tenant will be ordered to pay the rent on time for the next 12 months.

L1 Application

4. The Tenant owes \$5,051.93 in arrears to the Landlord to April 30, 2023.
5. The Tenant also owes the Landlord compensation of \$186.00 for the cost of filing the application.

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6. The Landlord is seeking a payment plan for repayment of the arrears, in the amount of a minimum of \$600.00 per month towards the arrears. The Landlord is also seeking an order for the Tenant to pay the rent on time for the next 12 months.
7. The Tenant is S. Edward's (SE) father. SE lives in the rental unit most of the time, and the Tenant lives in the Caribbean during the winter. SE said that the Tenant stays in the rental unit during the summer months, and he pays \$700.00 towards the rent when he stays in the rental unit.
8. SE said that she does not have a definite, consistent source of income at the moment. She said that she earns about \$500.00 per month cleaning houses, and she has a small business selling homemade stuffed waffles. She said that she advertises her waffle business on different food app's, and she said that her business is picking up. She said that she prepares the food in a rented kitchen, for which she pays \$20.00 per hour plus HST. SE said that she paid \$100.00 for the kitchen in the last 30 days. She had no documentary evidence of her income or her expenses. SE also said that she is in the process of applying for Ontario Works, and her father helps her financially as well.
9. SE said that she is under a lot of stress, and she has not been able to look for an alternative place to live.
10. SE said that she can pay back about \$300-500.00 per month towards the arrears plus the rent.
11. I find that the Tenant's agent has not provided evidence that proves, on a balance of probabilities, that she or the Tenant have sufficient income to pay the rent in full going forward.
12. 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. Although I do not find that the Tenant or his occupant have provided evidence that proves, on a balance of probabilities, that they are capable of paying the rent going forward, the Landlord's agent said that the Landlord is satisfied to forego eviction in order to give the Tenant a chance to repay the arrears in installments. The Landlord is willing to accept payments of a monthly minimum of \$600.00 towards the arrears in the middle of the month, and also payment of the rent in full on the date it is due. I find that it is not unfair to provide the Tenant and his daughter an opportunity to meet the terms of a payment plan, and preserve their tenancy, if this resolution is preferable to the Landlord than eviction. As a result of the persistent late payment, the Tenant will be ordered to pay the rent on time for at least the next 12 months.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$5,237.93 for arrears of rent, and costs, up to April 30, 2023.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - (a) Commencing May 2023, and continuing for 8 months, up to and including December 2023, \$600.00 on or before the 15<sup>th</sup> day of each of those months respectively,
  - (b) The balance of \$437.93 on or before January 15, 2024.
3. The Tenant shall also pay to the Landlord new rent, on time and in full, no later than the first day of each month, for the period commencing May 2023, up to and including April 2024.
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 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.

**April 28, 2023**  
**Date Issued**

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Nancy Morris  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.