



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

**Citation:** Travi Inc. v Behnke, 2023 ONLTB 32267

**Date:** 2023-04-24 **File Number:** LTB-L-022202-22

**In the matter of:** 215, 2001 BLOOR ST W  
TORONTO ON M6S1M6

**Between:** Travi Inc. Landlord

**And**

Marla Behnke Tenant

Travi Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Marla Behnke (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 application), and;
- the Tenant has been persistently late in paying the Tenant's rent (L2 application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 20, 2023.

The Landlord's Agent, Mohammed Sheybow, the Landlord's Legal Representative, Bryan Rubin, and the Tenant attended the hearing.

**Determinations:**

L1 application

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.

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3. The lawful rent is \$1,274.76 effective January 1, 2023. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.91. This amount is calculated as follows: \$1,274.76 x 12, divided by 365 days.
5. The Tenant has paid \$4,450.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$11,123.64.
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 \$1,050.00 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.
9. Interest on the rent deposit, in the amount of \$138.01 is owing to the Tenant for the period from February 28, 2015 to March 20, 2023.
10. The Landlord's Legal Representative submitted that the Landlord is seeking a standard voidable order due to the amount outstanding; the Landlord has reached out a number of times about entering into a repayment plan with no result. Further, although corporate, this is not a large Landlord; the Landlord depends on the rent monies coming in to maintain the building and pat expenses.
11. The Tenant testified that she does not dispute the amount owing; she is requesting time to pay. The Tenant requested a one-year payment plan with rent on the 1<sup>st</sup> and arrears payments of \$942.47 on the 20<sup>th</sup> of each month starting April 2023. She was not able to work much when her mother was ill because she was caring for her in another city. Her mother passed away 2 months ago, and once she receives the estate money, she would pay the arrears off in full. She can afford this repayment plan because she is now working 5 days per week and has a second job, plus she will rely on others to make sure she can make the necessary payments. L2 application

L2 application

12. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 18 times in the past 22 months for the period August 2019 to April 20, 2022.
13. Due to the persistently late payment of rent, the Landlord served the Tenant a N8 Notice of Eviction on April 20, 2022, the notice had a termination date of June 30, 2022. Since receiving the N8 notice, the Tenant has paid late 11 months out of the 11-month period.
14. The Landlord's Legal Representative submitted, for the same reasons as above plus the loss in faith of the landlord and tenant relationship, the Landlord is seeking a standard 11day non-voidable eviction order. The Tenant is seeking a pay-on-time order. There is no dispute that the Tenant has been paying late.

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15. 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. This is an approximate 9-year tenancy, and the Tenant is not disputing the allegations; she is requesting the opportunity to preserve her tenancy. Based on the circumstances, I consider it reasonable to allow the Tenant an opportunity to do this, however, the repayment plan will be shorter with a lump sum balance, and the one-year pay-on-time condition for the future rent will begin once the arrears are paid.
16. **Any payments made after the hearing date shall be deducted from the below amount.**
17. This order contains all the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord \$12,584.40 for arrears of rent to April 30, 2023 (\$12,398.40) and the application filing fee (\$186.00). according to the following schedule:

- a) Pay on or before April 30, 2023, \$2,214.76 to cover April's rent and \$940.00 towards the arrears.
  - b) For the period May 2023 through September 2023, \$940.00 towards the arrears on the 20<sup>th</sup> of each month.
  - c) Pay the balance of arrears, \$5,669.64, on or before October 20, 2023.
  - d) The Tenant shall pay the lawful rent to the Landlord in full and on time for the period May 1, 2023 through October 1, 2023 with respect to the L1 application.
  - e) . The Tenant shall pay the lawful rent to the Landlord in full and on time for the period November 1, 2023 through October 1, 2024 with respect to the L2 application.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, 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. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

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**April 24, 2023**

**Date Issued**

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Diane Wade

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.