



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

**Citation:** Royal York Gardens v Deangelis, 2023 ONLTB 31431

**Date:** 2023-04-20

**File Number:** LTB-L-048597-22

**In the matter of:** 105, 1141 ROYAL YORK RD  
ETOBICOKE ON M9A4A9

**Between:** Royal York Gardens Landlord

**And**

Gino Deangelis Tenant

Royal York Gardens (the 'Landlord') applied for an order to terminate the tenancy and evict Gino Deangelis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2023.

The Landlord's representative Debbesha Morris and the Tenant Gino Deangelis 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 \$1,722.13. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.24. This amount is calculated as follows: \$1,680.14 x 12, divided by 365 days.
5. The parties agreed the rent arrears owing to March 31, 2023 are \$6,291.74.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$1,680.14 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.
8. The parties had agreed to a payment plan of rental arrears and costs in the amount of \$6,477.74 to be paid by April 15<sup>th</sup>, 2023.

Order Page: 1 of 2

**File Number:** LTB-L-048597-22

9. The parties also agreed that the lawful monthly rent for April 2023 in the amount of \$1,722.13 be paid in full and on time.
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. Due to the late issuance of this order, the Landlord not seeking a termination and the parties having agreed to a payment plan, I am extending the date of outstanding rental arrears and the lawful monthly rent of April 2023 to be paid in full by April 30, 2023.

**It is ordered;**

1. The Tenant shall pay to the Landlord \$6,477.74 for arrears of rent up to March 31, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

<b>Date Payment Due</b>	<b>Amount of Payment</b>
April 30, 2023	\$6,477.74 (costs and arrears)

3. The Tenant shall also pay to the Landlord rent for the month of April 2023 in the amount of \$1,722.13 on or before April 30, 2023.

12. If the Tenant fails to make any of the payments in full and 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 10 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 March 31, 2023.

**April 20, 2023**

**Date Issued**

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André-Paul Baillargeon-Smith

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.

Order Page: 2 of 2