



Order under Section 69 Residential Tenancies Act, 2006

Citation: Beaux Properties Management Company v Golfinopoulos, 2023 ONLTB 30173

Date: 2023-04-14

File Number: LTB-L-053910-22

In the matter of: 203, 66 BROADWAY AVE
TORONTO ON M4P1T6

Between: Beaux Properties Management Company Landlord

And

Peter Golfinopoulos Tenant

Beaux Properties Management Company (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Golfinopoulos (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2023.

The Landlord's Representative, Athena Metaxos and the Tenant attended the hearing. Andrea Golfinopoulous, the Tenant's Agent, also 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 \$1,625.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.42. This amount is calculated as follows: \$1,625.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,525.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 30, 2023 are \$8,850.89.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 Issues:

8. The Tenant testified he reported mice in his unit to the Landlord in July and August 2022 but Landlord's work orders verify it was first reported to the Landlord on September 13,

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2022 and October 14, 2022 and by October 18, 2022 the Tenant does not dispute the problem was resolved by October 17, 2022 when the Landlord eradicated the mice and patched up the holes/cracks in the wall. The Landlord met their maintenance obligation under the Act.

9. The Tenant also reported cockroaches and states he buys his own sticky tape to replace in his unit because the problem has been ongoing. The Landlord treated the unit on September 22, 25 and October 21, 2022. The Tenant states the problem continued but verified after October 18, 2022, he never completed a work order or informed the problem that the problem continued. I find the Landlord met their obligation since they treated the unit, it's not unreasonable that they thought the problem was corrected having heard nothing from the Tenant until he disclosed the problem as an issue he wants to raise at the hearing. Now that the Landlord knows that the problem continues, they have a duty to investigate and conduct repairs in order to meet their maintenance obligations.
10. The Tenant stated the Landlord told him he couldn't have guest and when challenged it appears the Tenant is dissatisfied the Landlord issued him an N5 Notice of termination because of a noise complaint. I am not satisfied the Landlord threatened termination unlawfully, harassed the Tenant or prohibits the Tenant from having guests. The Tenant may not like receiving the notice of termination, but the Tenant concedes he had guests when the Landlord went to his unit to address noise complaint when he had guest(s) in his unit. The Landlord has a right to exercise their rights under the Act and follow due legal process if they chose and issue an N5 if they find there's a reasonable basis because the Tenant was causing noise disturbance(s) that interfered with other tenants' enjoyment in the complex.
11. The Tenant has not proven the lawful rent is \$1,550.00. The Tenant does not dispute that he signed a tenancy agreement and the monthly rent charge identified on the agreement is \$1,625.00.
12. The Landlord collected a rent deposit of \$1,625.00 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.

13. Interest on the rent deposit, in the amount of \$36.95 is owing to the Tenant for the period from May 3, 2022 to March 30, 2023.
14. 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. The Tenant proposed to pay the arrears in 8 months which the Landlord accepts. The Tenant understands he must comply, as per the payment scheduled, he proposed, even though he will not have my Order in hand before April rent charges comes due.

It is ordered that:

1. The Landlord shall investigate and do necessary work to eradicate the cockroaches in the rental unit immediately.
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2. The Tenant shall pay to the Landlord \$9,036.89 for arrears of rent up to March 31, 2023 and costs.
 3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$1,129.61 (arrears) on or before the 15th day of each month, for a period of 8 months, starting April 15, 2023 to November 15, 2023; and
 4. The Tenants shall also pay to the Landlord new rent, in full and on time, starting April 1, 2023 to November 1, 2023, or until the arrears are paid in full, whichever date is earliest.
 5. 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 Tenant, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2023.

April 14, 2023

Date Issued

Sandra Macchione

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.