



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

Citation: IMH POOL VIII LP v Abrazzo, 2023 ONLTB 30801

Date: 2023-04-13

File Number: LTB-L-051009-22

In the matter of: 1206, 15 EVA RD
ETOBICOKE ON M9C4W3

Between: IMH POOL VIII LP Landlord

And

Denis Galanti and Monica Abrazzo Tenants

IMH POOL VIII LP (the 'Landlord') applied for an order to terminate the tenancy and evict Denis Galanti and Monica Abrazzo (the 'Tenants') because the Tenant did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 28, 2023.

The Landlord's Legal Representative, Michelle Forrester, and Monica Abrazzo for the Tenants attended the hearing.

The Tenant spoke with Duty Counsel prior to the hearing.

Determinations:

1. The Tenant does not dispute that no payments have been made since the application was filed, or that the amount owing to March 31, 2023 is \$16,204.50, including the \$186.00 application filing fee.
2. The monthly rent is \$1,814.25 effective February 1, 2023.
3. 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 Landlord's Legal Representative is seeking the standard 11-day voidable order. The Tenant testified that they can pay the arrears over 10-months unless allowed longer, as they have a newborn baby; but they will abide by whatever is ordered as they do not want to end up on the streets. The Tenant testified that family will help them with paying the money owed back until their own income stabilizes,

plus they have talked to the Rent Bank who said they would give them money towards the arrears in June 2023. Although this is a fairly short-term tenancy, the Tenants have a newborn baby and therefore deserve the chance to preserve the tenancy; I consider a 10month re-payment plan with a lump sum due at the end reasonable. The monthly arrears

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payment will be based on the Tenant's testimony that they can pay \$1,185.75 per month with the rent starting April 2023.

It is ordered that:

1. The Tenants shall pay to the Landlord \$16,204.50 for arrears of rent up to March 31, 2023 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) On or before April 23, 2023, \$3,000.00, consisting of \$1,814.25 for the rent due April 1, 2023 and an arrears payment of \$1,185.75. If either of these amounts have already been paid, such amount(s) shall be deducted according from the ordered payment.
 - b) On or before May 1, 2023 through December 1, 2024, \$1,185.75 towards the arrears each month.
 - c) The final payment of \$5,532.75 is to be made on or before January 1, 2024.
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 1, 2023 through January 1, 2024, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 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 13, 2023

Date Issued

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.

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