



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

**Citation:** CAPREIT LIMITED PARTNERSHIP v Osunkeye, 2023 ONLTB 30783

**Date:** 2023-04-13

**File Number:** LTB-L-051048-22

**In the matter of:** 1922, 500 MURRAY ROSS PKY  
TORONTO ON M3J2Z3

**Between:** CAPREIT LIMITED PARTNERSHIP Landlord

**And**

Endurance Dusty Dumnoi and Oladapo David Osunkeye Tenants

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict Endurance Dusty Dumnoi and Oladapo David Osunkeye (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

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

The Landlord's Legal Representative, Jason Paine, and Oladapo David Osunkeye for the Tenants attended the hearing.

### **Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,157.58 effective January 1, 2023; it was 2,104.96. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.93. This amount is calculated as follows: \$2,157.58 x 12, divided by 365 days.

5. The Tenants have paid \$14,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$3,002.50.
7. The Landlord is entitled to \$80.00 to reimburse the Landlord for administration charges and \$10.00 for bank fees the Landlord incurred as a result of 4 cheques given by or on behalf of the Tenant which was returned NSF.

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8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,157.58 from the Tenants and this deposit is still being held by the Landlord; interest had been paid to December 31, 2022. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. The total the Tenants owe the Landlord to March 31, 2023, including the NSF charges and application filing fee is \$3,268.50.
11. 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 did not dispute the arrears owing; the Tenant was seeking a 20-month payment plan with incremental increases in the payments. The Tenants are speaking to Ontario works for emergency help with the arrears, therefore, they should be able to pay off the arrears soon. The Landlord's Legal Representative submitted that an 18-month repayment plan is too long considering the tenancy just began in June 2020. Considering the amount the Tenants have already paid towards the arrears, I consider a 12-month repayment plan reasonable with a lump sum payment at the end, this give them time to ensure the full balance is paid by that time.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$3,268.50 for arrears of rent up to March 31, 2023 inclusive of NSF charges and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

- a) April 15, 2023, \$2,257.58, representing the rent due April 1, 2023 and an arrears payment of \$100.00. If either of these amounts have already been paid, then the paid amount is to be deducted from the ordered payment accordingly.
  - b) May 3, 2023 through September 3, 2023, \$100.00 each month towards the arrears.
  - c) October 3, 2023 through March 3, 2024, \$200.00 each month towards the arrears.
  - d) April 3, 2024, the final payment of \$1,468.50.
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 April 1, 2024, or until the arrears are paid in full, whichever date is earliest.
  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

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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 The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

**April 13, 2023**  
**Issued**

\_\_\_\_\_ **Date**  
 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.

