



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

**Citation:** Melvin Apartments Inc. v Staios, 2023 ONLTB 30419

**Date:** 2023-04-13

**File Number:** LTB-L-046888-22

**In the matter of:** 1611, 221 MELVIN AVE  
HAMILTON ON L8H2K1

**Between:** Melvin Apartments Inc. Landlord

**And**

Efthimia Staios Tenants Theodore Plastaras

Melvin Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Efthimia Staios and Theodore Plastaras (the 'Tenants ') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 16, 2023.

The Landlord's Agent Rahul Brahmhatt and the Tenants attended the hearing.

**Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 \$1,545.57. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.81. This amount is calculated as follows: \$1,545.57 x 12, divided by 365 days.
5. The Tenants have paid \$5,825.00 to the Landlord since the application was filed.

6. The rent arrears owing to March 31, 2023 are \$7,116.49. The Tenants disputed the amount of arrears.
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 \$1,490.00 from the Tenants 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 \$58.50 is owing to the Tenants for the period from February 12, 2021 to March 16, 2023.

Relief from Eviction

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 postpone the eviction until May 24, 2023 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord's Agent testified that they attempted to communicate with the Tenants regarding a repayment plan however there was no response from the Tenant about the repayment of arrears as the Tenants did not think that they owed the arrears.
12. The Landlord sought a 'standard order' for eviction based on the amount of arrears and the lack of acknowledgement of the arrears. The arrears were described as substantial with a few good faith payments made by the Tenant since the application was filed. The Landlord was not agreeable to a repayment plan at the hearing as they had attempted to come to an agreement prior to the hearing however there was no response from the Tenant. In addition, this is not the first time the Tenants had fallen into arrears.
13. It was the Tenant evidence that they had cleared all of the arrears based on a previous Board order. The Tenants provided the file number for the previous Board order which indicated that they had cleared their arrears up until May 31, 2022. This application was for arrears that began June 1, 2022.
14. The Tenant, Efthimia Staios testified that a portion of the rent had been paid by her Ontario Disability Support Program (ODSP) in the amount of \$725.00/month and that her son's payment for the balance had not been paid. The Tenant also testified that she does have health issues that have made negotiating these issues difficult on her part.
15. The Tenant, Theodore Plastaras testified that he started a new job in December 2022 and his work hours had decreased shortly there after. The Tenant testified that he is currently working and makes an income of \$2,600.00 per month and that he could pay an additional

amount on top of the monthly rent of \$300.00-\$400.00. The Tenant testified that he has been consistently employed since December 2022.

16. The Tenants wanted to preserve their tenancy and avoid eviction, however there was firm details from the Tenant regarding a repayment plan and the Landlord was opposed to a repayment plan as they had previously attempted to negotiate a repayment plan with the Tenants in the past with no response.
17. I find it would be unfair to grant a repayment plan as the Landlord had attempted to do so prior to the hearing without success. The Tenants did not have a firm plan to pay the rent or the arrears in a reasonable amount of time. There are substantial rent arrears owing with no realistic plan for how to pay it back. Therefore, I find there is no realistic way to impose a payment plan since there is no evidence supporting how any repayment plan could be satisfied.
18. I do however find that delay of eviction is fair in the circumstances, so the Tenants can arrange their affairs and move, or pay off the arrears and void the eviction order if they are able.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$8,848.06 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$10,393.63 if the payment is made on or before May 24, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after May 24, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 24, 2023**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,021.38. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$50.81 per day for the use of the unit starting March 17, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 24, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 25, 2023 at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before May 24, 2023, then starting May 25, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 25, 2023.

**April 13, 2023**

**Date Issued**

Camille Clyne

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 25, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2023**

Rent Owing To April 30, 2023	\$14,487.06
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$5,825.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$8,848.06</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 24, 2023**

Rent Owing To May 31, 2023	\$16,032.63
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$5,825.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$10,393.63</b>

**C. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$12,208.88
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$5,825.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,490.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$58.50
<b>Total amount owing to the Landlord</b>	<b>\$5,021.38</b>
Plus daily compensation owing for each day of occupation starting March 17, 2023	\$50.81 (per day)