



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

**Citation:** STARLIGHT BLACKSTAR v Sobers, 2023 ONLTB 27674

**Date:** 2023-03-28

**File Number:** LTB-L-047494-22

**In the matter of:** 1202, 750 MORNINGSIDE AVE SCARBOROUGH  
ON M1C3A1

**Between:** STARLIGHT BLACKSTAR Landlord

**And**

Sarah Sobers and Shem Sobers Tenant

STARLIGHT BLACKSTAR(the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Sobers and Shem Sobers (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. (L1 application)

This L1 application was heard by videoconference on March 15, 2023.

The Landlord's Legal Representative, Lana Mai, and the Tenants attended the hearing. The Tenants consulted with Tenant Duty Counsel prior to the commencement of 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. As of January 1, 2023, the monthly rent increased from \$1,909.64 to \$1,957.37. Rent is due on the 1st day of each month.
4. Based on the currently monthly rent, the daily rent/compensation is \$64.35. This amount is calculated as follows:  $\$1,957.37 \times 12$ , divided by 365 days.
5. The Tenants have paid \$13,796.00 to the Landlord since the L1 application was filed.

6. Based on the Landlord's submissions (including the Update Sheet), the rent arrears owing to March 31, 2023 are \$12,921.79.
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 \$1,887.00 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 \$9.56 is owing to the Tenants for the period from January 1, 2023 to March 15, 2023.
10. The Landlord's Legal Representative confirmed the Landlord is requesting a standard eviction order, whereas the Tenants submitted a request for relief from eviction. Specifically, the Tenants did not contest the amount owing but requested a repayment plan (rent plus arrears payment) that would see them repay the full arrears owing over a 26 month period. I took in submissions from both parties in respect of the Landlord's and Tenants' respective requests.
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.

**It is ordered that:**

1. The Landlord's L1 application for eviction of the Tenants is denied on the condition that the Tenants shall pay to the Landlord \$13,107.79, which represents the arrears of rent and the filing fee cost (\$186) owing up to and including March 31, 2023. See Schedule 1 for the calculation of the amount owing.
2. The Tenants shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:
  - a) **\$500.00 (arrears)** on or before **April 1, 2023** and every month thereafter on/before the 1<sup>st</sup> day of each corresponding month for a total of 25 months, up to and including **April 1, 2025**;
  - b) for the 26<sup>th</sup> month, **\$607.79 (balance of arrears)** on or before **May 1, 2025**;

**- and -**

  - c) The Tenants shall **also** pay the Landlord the lawful monthly rents starting on **April 1, 2023** and continuing monthly up to and including **May 1, 2025** in full, on or before the first (1<sup>st</sup>) day of each corresponding month.

3. If the Tenants fail to make any of the payments in accordance with paragraph 2 of this order, and by the dates required, then:
- a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a payment condition set out in paragraph 2 of this order.
  - b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the postjudgment interest rate determined under subsection 207(7) of the Act.

**March 28, 2023**

**Date Issued**

\_\_\_\_\_  
Alex Brkic

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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay to maintain the tenancy**

Rent Owing To March 31, 2023	\$26,717.79
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	- \$13,796.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$13,107.79</b>

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