



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tharrenos v Pezner, 2023 ONLTB 26419

Date: 2023-03-28

File Number: LTB-L-037084-22

In the matter of: B02, 2920 St Clair Ave East East
York ON M4B1N8

Between: Jim Tharrenos Landlord

And

Paul Pezner Tenant

Jim Tharrenos (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Pezner (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 3, 2023.

The Landlord and the Tenant 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 \$744.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$24.46. This amount is calculated as follows: \$744.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to March 31, 2023 are \$7,752.00. The Tenant did not dispute the amount of the arrears owing to the Landlord.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction

9. 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.
10. The Landlord sought a standard order for eviction as he was of the opinion that the Tenant could not keep up with a payment plan. The Landlord testified that the Tenant has not come forward to discuss the arrears. The Landlord testified that he knocked on the door monthly to discuss the arrears as the Tenant has had a history of falling behind on his rent.
11. The Tenant testified that he has applied to the rent bank to determine how he could obtain assistance in maintaining his tenancy. The Landlord did not contest this as he testified that the rent bank had contacted him to determine the total amount of arrears and indicated that they would be providing money to assist the Tenant.
12. The Tenant confirmed that the rent bank would pay \$2407.00 to the Tenant once a payment plan was issued. This amount will be paid to the Landlord once received to reduce the amount of arrears and the duration of the payment plan.
13. I find that based on the circumstances, an order imposing the proposed payment plan would be less prejudicial to the Tenant than issuing a 'standard order' and the Tenant is afforded an opportunity to preserve their Tenancy and remain in the rental unit. In addition, the Landlord is provided with repayment of the arrears and an order for rent on time and in full.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,927.00, which represents the arrears of rent (\$7,752.00) and costs (\$186.00) outstanding for the period ending March 31, 2023.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
April 1, 2023	\$200.00 (costs and arrears)
May 1, 2023	\$200.00 (arrears)
June 1, 2023	\$2,407.00 (arrears)
July 1, 2023	\$200.00 (arrears)

August 1, 2023	\$200.00 (arrears)
September 1, 2023	\$200.00 (arrears)
October 1, 2023	\$200.00 (arrears)
November 1, 2023	\$200.00 (arrears)
December 1, 2023	\$200.00 (arrears)
January 1, 2024	\$200.00 (arrears)
February 1, 2024	\$200.00 (arrears)
March 1, 2024	\$200.00 (arrears)
April 1, 2024	\$200.00 (arrears)
May 1, 2024	\$200.00 (arrears)
June 1, 2024	\$200.00 (arrears)
July 1, 2024	\$200.00 (arrears)
August 1, 2024	\$200.00 (arrears)
September 1, 2024	\$200.00 (arrears)
October 1, 2024	\$200.00 (arrears)

November 1, 2024	\$200.00 (arrears)
December 1, 2024	\$200.00 (arrears)
January 1, 2025	\$200.00 (arrears)
February 1, 2025	\$200.00 (arrears)
March 1, 2025	\$200.00 (arrears)
April 1, 2025	\$200.00 (arrears)
May 1, 2025	\$200.00 (arrears)
June 1, 2025	\$120.00 (arrears)
July 1, 2025	\$200.00 (arrears)
August 1, 2025	\$200.00 (arrears)

(b) The Tenant shall also pay the Landlord the rent for the months of April 2023 up to and including August 2025 in full, on or before the first day of each corresponding month.

3. 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 Tenants, 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

March 28, 2023

Date Issued

Camille Clyne

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto
ON M7A 2G6

File Number: LTB-L-037084-22

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 October 9, 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.

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