



Order under Section 69 Residential Tenancies Act, 2006

Citation: 109 Jameson Inc. v Myrie, 2023 ONLTB 28110

Date: 2023-03-27

File Number: LTB-L-035992-22

In the matter of: 716, 109 JAMESON AVE TORONTO
ON M6K2X2

Between: 109 Jameson Inc. Landlord

And

Everard Myrie Tenant

109 Jameson Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Everard Myrie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2023.

The Landlord's representative, Sabrina Sciulli, the Landlord's agent, Waverly Tracey 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 \$1,710.28. It is due on the 1st day of each month.
4. The Tenant has paid \$1,150.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2023 are \$17,581.96.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

7. The Tenant requested relief from eviction, proposing that he will pay his monthly rent on time and in full, in addition to monthly payments towards the arrears in the amount of \$1,200.00.
8. The Tenant testified that he experienced financial difficulty and struggled to pay his monthly rent. Although he does not dispute the arrears are significant, he told the Board **File Number: LTB-L-035992-22**

that he is turning things around and is currently enrolled in training for which he is being paid. Once the training is completed, his income will increase with his full-time placement in the field.

9. The Tenant provided documentation of his acceptance to the program and proof of his monthly income. In addition, the Tenant told the Board that his girlfriend would be moving in and contributing towards the monthly rent.
10. The Tenant testified that he is in discussions with the rent back for assistance with the arrears in the amount of \$4,000.00; however, there was no evidence provided to confirm or guarantee this payment.
11. The Tenant expressed his desire to maintain his tenancy for he and his five-year-old son. He is fearful that should he be evicted it would impact his studies and jeopardize his success in the program, as a large component of his training is done online from home.
12. The Landlord's representative objected to the proposed repayment plan and requested a standard order with a delayed eviction to February 28, 2023.
13. Upon review of the Tenant's current financial obligation and the income he will now generate from his training and part-time work, I am satisfied that there is enough for me to favour the Tenant's proposal for relief from eviction subject to a payment plan.
14. 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 Tenant shall pay to the Landlord \$17,767.96 for arrears of rent up to February 28, 2023 and costs.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) The Tenant shall pay \$1,200.00 on the 1st of each month commencing on April 1, 2023 through to May 1, 2024 (14 payments);
 - b) On June 1, 2024 the Tenant shall pay \$967.96;
3. If the rent for March 2023 has not yet been paid to the Landlord, then the Tenant shall pay the rent owing for March 2023 in full on or before March 31, 2023.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing on the 1st day of each month for the period April 1, 2023 to June 1, 2024, or until the arrears are paid in full, whichever date is earliest.
5. 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 February 28, 2023.

March 27, 2023

Date Issued

Natalie James

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.

