



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

Citation: Weston Property Management v Mazenge, 2023 ONLTB 23983

Date: March 14, 2023

File Number: LTB-L-042393-22

In the matter of: 1803, 1765 WESTON RD  
YORK ON M9N3P7

Between: Weston Property Management Landlord  
  
And  
  
Samuel Mazenge Tenant

Weston Property Management (the 'Landlord') applied in a L1 application for an order to terminate the tenancy and evict Samuel Mazenge (the 'Tenant') because the Landlord claimed that the Tenant did not pay the rent that he owes.

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

The Landlord's legal representative, Allistair Trent ("AT"), and the Tenant attended the hearing. The Tenant was offered the opportunity to speak to tenant duty counsel before 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. When the L1 application was filed and as of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,293.18. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$42.52. This amount is calculated as follows: \$1,293.18 x 12, divided by 365 days.
5. The Tenant has paid \$6,500.00 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears owing to February 28, 2023 are \$7,558.78.

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 \$1,202.00 from the Tenant 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 \$19.28 is owing to the Tenant for the period from January 1, 2022 to February 28, 2023.

#### Section 83 Analysis

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 April 30, 2023 pursuant to subsection 83(1)(b) of the Act.
11. The tenancy started in January 2021. There was no dispute that the Tenant began falling behind on rent in December 2021. The Tenant's evidence was that he could not pay the rent because he was in school 5 days per week, so it was difficult to earn enough money to pay his rent.
12. The Tenant testified that since January 2023, he started a new job driving a truck, and began earning an approximate gross income of \$8,000.00 per month. The Tenant stated that his net income is approximately \$6,700.00 per month. The Tenant requested an order implementing a payment plan to repay his rent arrears over the course of approximately 3 months. The Tenant did not submit any documentation to confirm his current employment or income, nor has he made any payments to the Landlord for rent, or toward rent arrears during the months of January or February 2023. The Tenant stated this was because he had to pay other expenses during this time. The Tenant requested that eviction be postponed for 6 months if the Tenancy is terminated, but did not elaborate on why this amount of time would be required to find new place to live..
13. AT stated that the Landlord has attempted to communicate with the Tenant about agreeing to a payment plan in advance of the hearing, without success. The Landlord opposed an order implementing a payment plan because of the lack of documentation to support the Tenant's oral evidence about his current employment and income, because the Tenant has not made any payments to the Landlord since December 2022, and if the Tenant fails to abide by a payment plan, the Landlord would face further delay in obtaining an order ending the tenancy. The Landlord initially requested a standard order, but later suggested that postponing eviction until March 31, 2023 would be appropriate because the Landlord may be willing to work with the Tenant if the Tenant gives the Landlord evidence of his employment and income, and begins paying his rent and money toward his rent arrears.
14. I find that it would not be unfair to postpone eviction until April 30, 2023. This will provide the Tenant with more time to either void this order as set out below, or to seek other living accommodation. It will also provide the parties with time to make an arrangement between themselves to salvage the tenancy if they so choose, and will give the Landlord certainty as to the termination of the tenancy if the Tenant does not pay his rent arrears and ongoing rent as it comes due prior to April 30, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:
  - \$9,037.96\* if the payment is made on or before March 31, 2023. See Schedule 1 (chart A) for the calculation of the amount owing.

OR

  - \$10,331.14\*\* if the payment is made on or before April 30, 2023. See Schedule 1 (chart B) for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 30, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 30, 2023.
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,523.50\*\*\*. 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 Tenant. See Schedule 1 (chart C) for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$42.52 per day for the use of the unit starting March 1, 2023 until the date the Tenant actually moves out of the rental unit or gets evicted by the Sheriff.
7. If the Tenant does not pay the Landlord the full amount owing of \$6,523.50\*\*\* plus any incurred daily compensation on or before April 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2023 onwards at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenant 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 April 30, 2023, then starting May 1, 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 1, 2023.

2023 ONLTB 23983 (CanLI)

March 14, 2023

Date Issued

\_\_\_\_\_  
Mark Melchers

Member, Landlord and Tenant Board

\_\_\_\_\_  
Michelle Tan

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 1, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2023

Rent Owing To March 31, 2023	\$15,351.96
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$9,037.96*

B. Amount the Tenant 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	\$16,645.14
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$10,331.14**

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$14,058.78
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,202.00
Less the amount of the interest on the last month's rent deposit	- \$19.28
Total amount owing to the Landlord	\$6,523.50***
Plus daily compensation owing for each day of occupation starting March 1, 2023	\$42.52 (per day)