



Order under Section 69 Residential Tenancies Act, 2006

Citation: EIWO Canadian Management Ltd. v Deleon, 2023 ONLTB 21788

Date: 2023-03-07

File Number: LTB-L-036944-22

In the matter of: 404, 186 EDINBURGH RD S
GUELPH ON N1G2H9

Between: EIWO Canadian Management Ltd. Landlord

And

Anthony Deleon Tenant

EIWO Canadian Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Deleon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 1, 2023.

Only the Landlord's representative, Gail Kukor Lang attended the hearing.

As of 10:56 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$920.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$30.25. This amount is calculated as follows: \$920.00 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 February 28, 2023 are \$8,280.00.
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 \$917.31 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 \$13.57 is owing to the Tenant for the period from July 1, 2022 to February 1, 2023.
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 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.
11. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances. or to dispute the Landlord's application for an eviction order.
12. The Landlord's representative presented submissions that there was a payment agreement plan on file and that the parties had agreed to and signed the payment plan on January 31, 2023. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant.
13. I find that 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,466.00 for arrears of rent and the application fee for the period ending February 28, 2023.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$300.00 on or before the last day of each month commencing February 28, 2023, through to and including April 30, 2023.
 - \$1,000.00 on or before May 31, 2023.
 - \$300.00 on or before the last day of each month commencing June 30, 2023, through to and including February 29, 2025.
 - \$266.00 on or before March 31, 2025.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2023, to March 1, 2025, or until the arrears are paid in full, whichever date is earliest.
2. 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 February 28, 2023.

March 7, 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 September 19, 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.