



Order under Section 69 Residential Tenancies Act, 2006

Citation: Weston Co-Ownership Apartments Inc. v Ellis, 2023 ONLTB 22563

Date: 2023-02-23

File Number: LTB-L-039258-22

In the matter of: 703, 2255 WESTON RD
TORONTO ON M9N1Y5

Between: Weston Co-Ownership Apartments Inc. Landlord

And

Anthony Ellis Tenants
Sheanna Powley

Weston Co-Ownership Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Ellis and Sheanna Powley (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 15, 2023.

The Landlord's Legal Representative, Elizabeth Chea, and the Tenant, Anthony Ellis, attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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. The lawful rent is \$1,633.74. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.71. This amount is calculated as follows: \$1,633.74 x 12, divided by 365 days.
5. The Tenants have paid \$4,250.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$12,792.88.
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 \$1,575.00 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 \$42.29 is owing to the Tenants for the period from January 20, 2022 to February 15, 2023.
10. The Tenant testified that he does not want to vacate the rental unit and requested that the Board preserve his tenancy by way of a payment plan. He proposed that he will pay the lawful monthly rent on the first of each month and an additional \$750.00 on the fifteenth and thirtieth of each month to pay the rent arrears. He stated he currently holds two jobs and has the financial capability to make the payments.
11. The Landlord's Legal Representative submitted that the Landlord is seeking a standard 11-day order as the Landlord is not confident the Tenant will adhere to his proposed payment plan.
12. 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 Tenants shall pay to the Landlord \$12,978.88, which represents the arrears of rent (\$12,792.88) owing as of the date of this hearing, and costs (\$186.00) for the filing of the application with the Board.
2. The Landlord's application for eviction of the Tenants is denied on the condition that:
 - a) The Tenants 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
March 15, 2023	\$750.00 (costs and arrears)
March 30, 2023	\$750.00 (arrears)
April 15, 2023	\$750.00 (arrears)
April 30, 2023	\$750.00 (arrears)
May 15, 2023	\$750.00 (arrears)
May 30, 2023	\$750.00 (arrears)

June 15, 2023	\$750.00 (arrears)
June 30, 2023	\$750.00 (arrears)
July 15, 2023	\$750.00 (arrears)
July 30, 2023	\$750.00 (arrears)
August 15, 2023	\$750.00 (arrears)
August 30, 2023	\$750.00 (arrears)
September 15, 2023	\$750.00 (arrears)
September 30, 2023	\$750.00 (arrears)
October 15, 2023	\$750.00 (arrears)
October 30, 2023	\$750.00 (arrears)
November 15, 2023	\$978.88 (arrears)

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b) The Tenants shall also pay the Landlord the lawful rent for the months of March 2023 to November 2023 in full and on the first day of each corresponding month.

3. If the Tenants fail to make any of the payments in accordance with paragraph 2, and by the date required then:
- a) The Landlord may apply under section 78 of 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 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 post-judgment interest rate determined under subsection 207(7) of the Act.

February 23, 2023
Date Issued

Susan Priest
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.