



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

**Citation:** Capreit Limited Partnership v Racz, 2023 ONLTB 14464

**Date:** 2023-01-09

**File Number:** LTB-L-024661-22

**In the matter of:** 410, 6 PARK VISTA  
TORONTO ON M4B1A2

**Between:** Capreit Limited Partnership Landlord

**And**

Zoltan Racz and Zoltanne Racz Tenants

Capreit Limited Partnership(the 'Landlord') applied for an order to terminate the tenancy and evict Zoltan Racz and Zoltanne Racz(the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 4, 2023.

Only the Landlord's legal representative, N. Sharma, attended the hearing.

The Tenants did not attend the hearing. Ricardo Hanco attended the hearing, alleging that he was an occupant of the rental unit. However, there was no written authorization from the Tenants to have Ricardo Hanco represent them at the hearing. The Landlord consented to the payment plan proposed by Ricardo Hanco.

**Determinations:**

1. The monthly rent is \$1,578.72, payable on the first day of each month.
2. The Landlord is holding \$1,578.72 as a last month's rent deposit on behalf of the Tenants. Interest was last paid on the last month's rent deposit on July 31, 2022.
3. The arrears owing to the Landlord to January 31, 2023, are \$12,972.32.
4. The Tenants owe the Landlord the \$186.00 cost of filing the application.
5. The total owed by the Tenants to the Landlord is \$13,158.32.
6. The payment plan agreed between the Landlord and Ricardo Hanco was to pay \$1,000.00 in addition to the monthly rent on the last day of each month until the arrears are paid in full.

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7. 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 \$13,158.32 for arrears of rent up to January 31, 2023, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - (a) \$2,578.72 on or before January 31, 2023,
  - (b) Commencing February 28, 2023, and continuing each month, until November 30, 2023, \$1,000.00 on the last day of each of those months, respectively,
  - (c) The balance of \$579.60 on or before December 31, 2023.
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period commencing February 2023 to December 2023, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants 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 Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2023.

**January 9, 2023**

**Date Issued**

Nancy Morris  
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.