



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** QuadReal Residential Properties G.P. Inc v Ruko, 2022 ONLTB 13822

**Date:** 2022-12-08

**File Number:** LTB-L-017087-22

**In the matter of:** 1106, 8 ROANOKE RD  
TORONTO ON M3A1E6

**Between:** QuadReal Residential Properties G.P. Inc Landlord

**And**

Meto Ruko Tenant

QuadReal Residential Properties G.P. Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Meto Ruko (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 29, 2022.

The Landlord and the Landlord's representative Faith McGregor attended the hearing.

As of 1:30 p.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 \$2,221.34. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.03. This amount is calculated as follows: \$2,221.34 x 12, divided by 365 days.
5. The Tenant has made payments since the application was filed. The L1 / L9 update form was signed September 13, 2022 and submitted to the Board portal on September 16, 2022. After the filing of the L1 / L9 update the Tenant made additional payments on September 16, 2022 in the amount of \$2228.82 and on September 21, 2022 in the amount of \$2500.00.
6. The rent arrears owing to September 30, 2022 are \$1199.00

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 \$2,221.34 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 \$22.13 is owing to the Tenant for the period from December 1, 2020 to September 29, 2022.
10. The Tenant has made payments towards the arrears. The total amount now owing to the Landlord is \$1385.00 and the Tenant should be given the opportunity to preserve the Tenancy through a repayment plan. The amount of arrears does not rise to the level of eviction without first arranging a repayment plan with the Tenant.
11. 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:**

12. The Tenant shall pay to the Landlord \$1385.00 which represents \$1199.99 for arrears of rent up to September 30, 2022 and costs of the application filing fee in the amount of \$186.00.
13. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  1. February 15, 2023: A payment in the amount of \$138.50
  2. March 15, 2023: A payment in the amount of \$138.50
  3. April 15, 2023: A payment in the amount of \$138.50
  4. May 15, 2023: A payment in the amount of \$138.50
  5. June 15, 2023: A payment in the amount of \$138.50
  6. July 15, 2023: A payment in the amount of \$138.50
  7. August 15, 2023: A payment in the amount of \$138.50
  8. September 15, 2023: A payment in the amount of \$138.50
  9. October 15, 2023: A payment in the amount of \$138.50
  10. November 15, 2023: A payment in the amount of \$138.50

14. The Tenant shall also pay to the Landlord any new rent on time and in full as it comes due and owing for the period February 1, 2023 to November 1, 2023, or until the arrears are paid in full, whichever date is earliest.
15. 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 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 September 30, 2022.

2022 ONLTB 13822 (CanLII)

**January 4, 2023**  
**Date Issued**

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Maria Shaw  
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.