



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

Citation: Concert Realty Services v Braman, 2022 ONLTB 13714

Date: 2022-12-05

File Number: LTB-L-022852-22

In the matter of: 405, 7 SUMMERLAND TERR
ETOBICOKE ON M9A0B6

Between: Concert Realty Services Landlord

And

Gary Mark Braman Tenant

Concert Realty Services (the 'Landlord') applied for an order to terminate the tenancy and evict Gary Mark Braman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 9, 2022.

The Landlord's agent Daniel Andonov and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
The Tenant owes the Landlord \$6,636.00
3. The lawful rent is \$2,145.00. It is due on the 1st day of each month.
4. The Tenant has paid \$10,719.73 to the Landlord since the application was filed.
5. The rent arrears owing to November 30, 2022, are \$6,435.00
6. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$6,636.00.

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Section 83 considerations

8. 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.
9. The Tenant testified that he would like to stay in the unit and suffered some issues with his health that prevented him from working which resulted in his missing rent payments. He has indicated that he is now employed and is able to repay the arrears. As such I have granted relief from eviction and order the following payment plan set out below

It is ordered that:

1. The Tenant shall pay to the Landlord **\$6,636.00** for arrears of rent up to November 30 2022 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$1000.00 due on or before December 20, 2022.
 - \$1000.00 due on or before January 20th, 2023
 - \$1000.00 due on or before February 20th, 2023.
 - \$1000.00 due on or before March 20th, 2023.
 - \$1000.00 due on or before April 20th, 2023
 - \$1000.00 due on or before May 20th, 2023.
 - \$636.00 due on or before June 20th, 2023.
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 December 1st, 2022 to June 1st, 2023, or until the arrears are paid in full, whichever date is earliest.
4. 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 November 30, 2022.

December 5, 2022
Date Issued

Nicole Huneault
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.