



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corp v Adams, 2022 ONLTB 13082

Date: 2022-11-23

File Number: LTB-L-021236-22

In the matter of: 105, 2821 Birchmount Rd
Toronto ON M1W2C8

Between: Toronto Community Housing Corp Landlord

And

Tejai Cordell Adams Tenant

Toronto Community Housing Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Tejai Cordell Adams (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 27, 2022. The Landlord's agent D. Maingot 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 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 \$312.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$10.26. This amount is calculated as follows: \$312.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,650.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$126.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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.

10. The Tenant sought for a payment plan. I canvassed his income and living expenses. The Tenant has a sizable household income from Ontario Works and Child tax benefit. He has 3 children in his full-time custody, two of which are toddlers and therefore household expenses are reflective of this.
11. The Landlord sought for a standard order.
12. I find that the Tenant can afford to repay the arrears over a brief period and that an order imposing a payment plan would be less prejudicial to the Tenant than issuing a 'standard order', affording the Tenant an opportunity to preserve the Tenancy and remain in the rental unit.

It is ordered that:

1. The Tenant shall pay to the Landlord \$312.00 for arrears of rent up to October 31, 2022 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$78.00 on the 10th day of each month commencing November 10, 2022 through February 10, 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 November 1, 2022 to February 1, 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 October 31, 2022.

November 23, 2022
Date Issued

Donna Adams
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.