



Order under Section 69 Residential Tenancies Act, 2006

Citation: IMH POOL XX v Hrynyk, 2022 ONLTB 11628

Date: 2022-11-10

File Number: LTB-L-015758-22

In the matter of: 235, 7170 DARCEL AVE
MISSISSAUGA ON L4T3T5

Between: IMH POOL XX Landlord

And

Alec Hrynyk Tenant

IMH POOL XX (the 'Landlord') applied for an order to terminate the tenancy and evict alec Hrynyk (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 27, 2022.

The Landlord's Legal Representative, E. Bennett 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 \$1,789.89. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.85. This amount is calculated as follows: \$1,789.89 x 12, divided by 365 days.
5. The Tenant has paid \$10,154.92 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$2,477.53.
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 \$1,748.77 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 \$15.52 is owing to the Tenant for the period from January 1, 2022 to September 27, 2022.

Relief From Eviction

10. The Tenant testified that he started a new job and then got covid and was unable to work. When he went back to work, his employer did not schedule him, so he found a new job. He started this position about 2 weeks prior to the hearing.
11. The Tenant is suggesting a payment plan that would see the arrears paid in full in approximately 9 months.
12. The Landlord is seeking a standard order.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). I find that the payment plan proposed by the Tenant is reasonable and appropriate in the circumstances. The Tenant found himself in arrears as a result of having to take time off work due to Covid-19 and when he wasn't getting scheduled adequately, he found another job. I find that the Tenant's income supports the payment plan he suggests. The tenant has made substantial payments since the application was filed. I find that the prejudice to the Tenant if I were to grant eviction outweighs the prejudice to the Landlord. Although I acknowledge the Landlord may suffer some prejudice, I ultimately conclude that granting a payment plan would not be unfair in these circumstances. I 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 Tenant shall pay to the Landlord \$2,477.53 for arrears of rent up to September 30, 2022 and \$186.00 in costs. The total amount the Tenant owes to the Landlord is \$2,663.53.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - Starting on November 1, 2022, the Tenant shall pay to the Landlord \$300.00 on or before the 1st day of every month until June 1, 2023.
 - On or before July 1, 2023, the Tenant shall pay \$263.53 to the Landlord.
 - On or before October 13, 2022, the Tenant shall pay rent for October 2022.
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 starting November 1, 2022 to July 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 September 30, 2022.

November 10, 2022
Issued

Date
Emily Robb _____
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.

