



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

Citation: IMH POOL XVII LP v Kahyayan, 2022 ONLTB 10519
File Number: LTB-L-019914-22

In the matter of: 1508, 1350 DANFORTH RD
SCARBOROUGH ON M1J1G3

Between: IMH POOL XVII LP Landlord

And

Hesmik Kahyayan, Tenants
Meguerditch Kahyayan

IMH POOL XVII LP (the 'Landlord') applied for an order to terminate the tenancy and evict Hesmik Kahyayan, Meguerditch Kahyayan (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 25, 2022.

Only the Landlord's Legal Representative S. Enriquez attended the hearing.

As of 9:55 a.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 \$1,115.23. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.67. This amount is calculated as follows: \$1,115.23 x 12, divided by 365 days.
5. The Tenant has paid \$6,147.98 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$1,467.09.
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 \$1,102.01 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 \$10.80 is owing to the Tenants for the period from January 1, 2022 till October 31, 2022.
10. The Landlord’s Legal Representative suggested a payment plan for the tenants. Since this is a long standing tenancy I agreed to apply the payment plan so that the tenancy can be preserved even though this was uncontested.

It is ordered that:

1. The Tenants shall pay to the Landlord \$1,653.09 for arrears of rent up to October 31, 2022 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

On and before November 25, 2022	\$330.61
On or before December 25, 2022	\$330.61
On or before January 25, 2023	\$330.61
On or before February 25, 2023	\$330.61
On or before March 25, 2023	\$330.65

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 November 2022 to March 2023, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants 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 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 October 31, 2022.

November 8, 2022
Date Issued

 Sheena Brar
 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.