



## Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

**Citation:** Brosko Property Management Limited v Green, 2022 ONLTB 11275

**Date:** 2022-11-07

**File Number:** LTB-L-015891-22-RV

**In the matter of:** 405, 1654 BATHURST ST  
YORK ON M5P3J9

**Between:** Brosko Property Management Limited Landlord

**And**

Jodi Green Tenant

**Review Order** This application was

resolved by order LTB-L-015891-22 issued on October 7, 2022. On October 17,

2022, the requested a review of the order.

The request was heard on November 2, 2022. The Landlord’s legal representative Glennie Lindenberg, Property Manger Ken Reynolds, and the Tenant who met with Duty Counsel, attended the hearing.

### Determinations:

1. The Tenant claims he was not reasonably able to participate because his mailbox was broken. The Tenant also claimed the Landlord would not work with him, that the Landlord would not accept cash or e-transfers, and that he has several thousand dollars to pay toward the arrears.
2. The Landlord’s representative points to the rent ledger that shows the Tenant paid rent by cheque. The Tenant countered this by testifying that the bank will charge him \$100.00 for cheques and that he can’t afford this amount.
3. The Tenant’s monthly rent is \$1,089.09. The Tenant owed the Landlord \$11,365.36 when the order was issued in October 2022. Since that order was issued no further payments have been made to the Landlord. The amount the Tenant currently owes in approximately one year of rent. The Tenant testified he made a cash payment in February but had no evidence to support this testimony.
4. In response to the Tenant’s position that the Landlord will not work with the Tenant, the Landlord’s representative submits that the Landlord entered into a repayment agreement with the Tenant where the Tenant was to make monthly payments of \$145.00 plus the monthly rent through November 2022 to pay off the arrears that had accumulated. The Tenant breached that agreement and has made no payments since January 24, 2022.

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5. Mr. Reynolds testified that the Tenant told him a couple of months ago that the Tenant had \$8,000.00 he could pay toward the arrears. The Tenant denied he told Mr. Reynolds that he had that much to pay. The Tenant testified it was more like \$4,000.00.
6. At this hearing the Tenant testified that he had \$4,000.00 to \$5,000.00 to pay. The Landlord's representative agreed to look at another repayment plan if the Tenant could make the payment by the next day. The Tenant testified that he didn't currently have the money because he gave it to a friend who lives in another city to hold for him. He also testified that he could give the Landlord \$4,200.00.
7. The Tenant was asked why, if, as he stated, he had \$4,000.00 two months ago, and rent is over \$1,089.09 which hasn't been paid since he made the offer, he wouldn't have more money now to pay toward the arrears. The Tenant had no credible answer.
8. Based on all the evidence, I do not find the Tenant's reason for not attending the original hearing to be credible. There are many inconsistencies to the Tenant's testimony. However, even if I found the Tenant was not reasonably able to participate, I do not find that a conditional order replacing order LTB-L-015891-22 issued on October 7, 2022, would be fair. The Landlord has attempted to work with the Tenant by entering into a repayment plan. The Tenant did not comply with the terms of that agreement. The Tenant has made no payments to the Landlord in ten months despite his testimony he has thousands of dollars. The Tenant cannot afford cheques but wants to make monthly payments. Based on the current amount the Tenant owes the Landlord, any repayment plan which would pay off the debt in a reasonable period of time, the Tenant cannot afford based upon his own testimony.

**It is ordered that:**

1. The request to review order LTB-L-015891-22 issued on October 7, 2022 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on October 17, 2022 is cancelled. The stay of order LTB-L-015891-22 is lifted immediately.

**November 7, 2022**

**Date Issued**

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Greg Joy

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.

