



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

Citation: Rho Tau Lambda Holdings Ltd v Chorny, 2022 ONLTB 7207
File Number: LTB-L-032705-22

In the matter of: 1A, 198 Beverley Street
Toronto Ontario M5T1Z1

Between: Rho Tau Lambda Holdings Ltd. Landlord

And

Andrew Dnieper, Tenants
John Chorny

Rho Tau Lambda Holdings Ltd, (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Dnieper, John Chorny (the 'Tenants') because:

- the Tenant did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

The Landlord also claimed charges related to NSF cheques

This application was heard by videoconference on September 21, 2022.

The Landlord's agent T. Remmel and the Tenants attended the hearing. Landlord's Legal Representative L. Barder was also present.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,175.00. It is due on the 1 day of each Monthly.
4. Based on the Monthly rent, the daily rent/compensation is \$38.63. This amount is calculated as follows: \$1,175.00 x 12, divided by 365 days.
5. The Tenant has paid \$14,400.00 to the Landlord since the application was filed.

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6. The rent arrears owing to September 30, 2022 are \$11,819.45.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 01 day of each Monthly. The rent has been paid late 12 times in the past 12 months. The Landlord's Agent testified that since the application has been filed the Tenants have been paying rent closer to the first day of the month and a little bit extra.

Section 83 considerations

10. The first named Tenant stated that due to COVID-19 his work was affected and that caused the rent arrears and since work has picked up, he is able to make extra payments towards arrears.
11. The second named Tenant testified that he has been paying the rent directly to the Landlord since 2020 and he makes payments bi-weekly as per his pay schedule, so he never makes payments on 1st but as per his pay schedule. The Tenant testified to missing some rent payments but believes that the major chunk of rent arrears is not his. As this is a joint tenancy, I must consider the rent as a whole. Each tenant is jointly and severally liable.
12. The Landlord's Agent testified that Landlord relies on the rent for maintaining the building as its an older building and it only has 4 units, so rent is essential in paying bills. He also added that the shareholders would be willing to accept a 12-month payment plan but not longer.
13. Based on the evidence before me, I shall grant a 12-month payment plan to the Tenants to preserve this tenancy.

Relief from Eviction

14. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord **\$11,426.00** for arrears of rent up to **September 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:

On or before November 15, 2022	\$952.17
On or before December 15, 2022	\$952.17
On or before January 15, 2023	\$952.17
On or before February 15, 2023	\$952.17
On or before March 15, 2023	\$952.17
On or before April 15, 2023	\$952.17
On or before May 15, 2023	\$952.17
On or before June 15, 2023	\$952.17
On or before July 15, 2023	\$952.17
On or before August 15, 2023	\$952.17
On or before September 15, 2023	\$952.17
On or before October 15, 2023	\$952.17

3. The Tenant must 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 October 1, 2023.

4. If the Tenant fails to make any one of the payments in accordance with paragraphs 2 and 3 of 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**.

October 26, 2022
Date Issued

Sheena Brar
Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.