



AMENDED ORDER
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-054448-24-AM

In the matter of: 902, 200 GATEWAY Blvd.
TORONTO ON M3C1B5

Between: ADSCO PROPERTIES INC Landlord

And

Marvin George Tenant

Pursuant to a request filed by the Landlord this order is amended as below.

The order is amended to correct a clerical error with the amount of arrears owed under the tenancy agreement. The amendment is bold highlighted for ease of reference.

ADSCO PROPERTIES INC (the 'Landlord') applied for an order to terminate the tenancy and evict Marvin George (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 8, 2024.

The Landlord's agent, Elvis Prifti, 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 \$1,228.56. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.39. This amount is calculated as follows: \$1,228.56 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2024 are ~~\$6,130.84~~ **\$7,359.40**.

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 ~~\$1,246.07~~ **\$1,297.15** 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 \$25.69 is owing to the Tenant for the period from December 13, 2023 to October 8, 2024.
10. The Landlord's position is the Tenant has made no payment since the Landlord filed the application with the Board, and the arrears are increasing.
11. The Landlord requested a standard order for eviction and arrears owing.

Relief from eviction

12. The Tenant does not dispute the arrears.
13. The Tenant submitted he lost his job around January 2024 and has been using his savings to pay for the rent. His savings are now exhausted and that is when the arrears began.
14. The Tenant submits he recently found out he was eligible for employment insurance and has applied.
15. The Tenant did not submit any documents to support his claim he had begun the process to apply for employment insurance.
16. The Tenant requested a repayment plan and submitted he receives Ontario Works in the amount of \$730.00. This is the Tenant's sole source of income as of the day of the hearing.
17. Given the Tenant's total income does not cover the Tenant's rent I am unable to grant the Tenant his request for a repayment plan based on his income falling well short of the rent even before taking into consideration the Tenant's monthly expenses.
18. The Tenant submitted to the Board he had an aunt and his mother could help financially with the payment plan, however the Tenant led with insufficient evidence to support his claim.
19. The Tenant submitted he had been in the rental unit since 2012 and would require at least until November 30, 2024 to find new housing.
20. Given the Tenant's tenure in the rental unit and the financial limitation for the Tenant to be able to pay the full lawful rent, I am granting the Landlord the request for eviction however I find it reasonable to afford the Tenant a short delay to find alternative housing or void the order.
21. 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 postpone the eviction until November 30, 2024 pursuant to subsection 83(1)(b) of the Act.

22. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
23. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:
 - ~~\$6,316.84~~ **\$7,545.40** if the payment is made on or before October 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - ~~\$7,545.40~~ **\$8,773.96** if the payment is made on or before November 30, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after November 30, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before November 30, 2024.
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord ~~\$4,139.64~~ **\$5,316.40**. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$40.39 per day for the use of the unit starting October 9, 2024 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before November 30, 2024, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2024 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 30, 2024, then starting December 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after December 1, 2024.

October 31, 2024
Date Issued

March 12, 2026
Date Amended

Greg Brocanier
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on June 1, 2025 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 31, 2024

Rent Owing To October 31, 2024	\$6,130.84 \$7,359.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$6,316.84 \$7,545.40

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 30, 2024

Rent Owing To November 30, 2024	\$7,359.40 \$8,587.96
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$7,545.40 \$8,773.96

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,225.40 \$6,453.24
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00

Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	-\$1,246.07 -\$1,297.15
Less the amount of the interest on the last month's rent deposit	- \$25.69
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$4,139.64 \$5,316.40
Plus daily compensation owing for each day of occupation starting October 9, 2024	\$40.39 (per day)