



Order under Section 69 Residential Tenancies Act, 2006

Citation: Christopher Lauzon v Melanie Groleau, 2023 ONLTB 33429

Date: 2023-04-28

File Number: LTB-L-053389-22

In the matter of: 451 Fourth Street West
Cornwall, ON K6J 2T1

Between: Christopher Lauzon

And

Melanie Groleau

I hereby certify this is a
true copy of an Order dated

APR 28 2023

Landlord and Tenant Board

Landlord

Tenant

Christopher Lauzon (the 'Landlord') applied for an order to terminate the tenancy and evict Melanie Groleau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 11, 2023.

The Landlord and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

Determinations:

Adjournment Request

1. Within the middle of the hearing, the Tenant requested an adjournment of the matter in order to prepare herself for the hearing.
2. The Tenant testified that she had just received the notice of hearing the week prior and has had issues with receiving mail due to her son taking her mail.
3. The adjournment request was denied on the basis that the Tenant could not articulate precisely what further information she required for the hearing.

Landlord's Application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,200.00. It is due on the 1st day of each month.

7. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
8. The Tenant has paid \$600.00 to the Landlord since the application was filed.
9. The rent arrears owing to April 30, 2023 are \$9,300.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Section 83 Considerations

12. The Tenant acknowledged the arrears and testified that she has had issues maintaining her income as a result of having to deal with her son's mental health issues. The Tenant proposed a payment plan whereby she would pay the regular rent on time and in full on the 1st of the month, plus an additional \$300.00 - \$500.00 per month towards the arrears. The Tenant testified that she is taking home approximately \$525.00 per week.
13. The Tenant testified that she has also been dealing with her own mental health issues since August, which resulted in her being laid off of her previous job. The Tenant testified that she also suffered a miscarriage that also led to issues paying her rent.
14. The Landlord testified that the Tenant has had an ongoing problem paying her rent on time which resulted in previous notices being issued. The Landlord testified that the municipality assisted the Tenant on the last occasion and paid her arrears.
15. On the basis of the evidence of both parties, I am not satisfied that the Tenant's proposed payment plan is viable. The Tenant's income is not steady enough to support a regular rent and arrears payment.
16. Eviction will be ordered but the termination date will be extended until the end of May to allow the Tenant to either void the order or find a new unit.
17. 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 May 31, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

18. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
19. **The Tenant may void this order and continue the tenancy by paying to the Landlord:**
 1. \$9,486.00 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 2. \$10,686.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

20. 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 May 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
21. **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 May 31, 2023.**
22. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,719.95. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
23. The Tenant shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting April 12, 2023 until the date the Tenant moves out of the unit.
24. If the Tenant does not pay the Landlord the full amount owing on or before May 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 10, 2023 at 6.00% annually on the balance outstanding.
25. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
26. If the unit is not vacated on or before May 31, 2023, then starting June 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
27. 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 June 1, 2023.

April 28, 2023
Date Issued



Jagger Benham
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 December 1, 2023 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 April 30, 2023

Rent Owing To April 30, 2023	\$9,900.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$600.00
Total the Tenant must pay to continue the tenancy	\$9,486.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2023

Rent Owing To May 31, 2023	\$11,100.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$600.00
Total the Tenant must pay to continue the tenancy	\$10,686.00

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

Rent Owing To Hearing Date	\$9,133.95
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$600.00
Total amount owing to the Landlord	\$8,719.95
Plus daily compensation owing for each day of occupation starting April 12, 2023	\$39.45 (per day)