



Order under Section 78(6)  
**Residential Tenancies Act, 2006**

**File Number:** SWL-55130-21

**In the matter of:** #4, 475 ROSS STREET  
LUCKNOW ON N0G2H0

**Between:** Arjun Sundar Sridhar

Landlord

**and**

Dwayne Savage  
Jennifer Morin

Tenants

Arjun Sundar Sridhar (the 'Landlord') applied for an order to terminate the tenancy and evict Dwayne Savage and Jennifer Morin (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants failed to meet a condition specified in the order issued by the Board on May 20, 2021 with respect to application SWL-47647-20.

This application was heard by video/teleconference on November 23, 2021.

Only the Landlord attended the hearing.

**Determinations:**

1. The order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenants to terminate the tenancy and evict the Tenants if the Tenants did not meet certain condition(s) specified in the order.
2. I find that the Tenants have not met the following conditions specified in the order: the Tenants failed to pay \$285.25 (arrears) on or before September 1, 2021. The Tenants paid \$100.00 on September 3, 2021 and \$120.00 on September 8, 2021. This was the last payment set out in the order and the Tenants failed to make this payment in full and on time. As such, the Tenants breached the order issued on May 20, 2021 with respect to application SWL-47647-20.
3. The Landlord sought eviction of the Tenants because the order issued by the Board on May 20, 2021 with respect to application SWL-47647-20 was a result of a set aside motion. In other words, this was the second payment plan ordered by the Board, the Tenants failed to comply with. Moreover, aside from the breach of September 1, 2021

noted above, the Tenants failed to pay on time and in full in July and August, 2021. The Tenants paid the arrears on July 2, 2021 (\$297.00) and on August 2, 2021 (\$290.00), and the amounts paid were slightly less than the amount that was ordered to be paid in both instances (\$297.77).

4. 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 pursuant to subsection 83(1) of the Act and issue an order for payment only. I say this because, the amount outstanding is small, the Tenants were previously late in payments by one day only and on days when the 1<sup>st</sup> day of the month was a holiday. The Tenants also paid the Landlord's cost of filing the previous order with the Sheriff in the amount of \$354.72. I am of the view that the prejudice to the Tenants by granting the eviction far outweighs any prejudice to the Landlord by denying the eviction.
5. The Tenants' monthly rent in the amount of \$523.26 is paid directly by ODSP (Ontario Disability Support Programme). ODSP pays the Landlord \$525.00 per month. The Landlord applies the overpayment to the outstanding arrears. At the time of the hearing, the arrears were \$59.87 to November 30, 2021. The Tenants shall be ordered to pay this amount to the Landlord.

**It is ordered that:**

1. Order SWL-47647-20 is cancelled.
2. The Tenants shall pay to the Landlord \$59.87. This amount represents the arrears of rent up November 30, 2021.
3. If the Tenants do not pay the Landlord the full amount owing on or before January 10, 2022, the Tenants will start to owe interest. This will be simple interest calculated from January 11, 2022 at 2.00% annually on the balance outstanding.



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Jana Rozehnal  
Member, Landlord and Tenant Board

**December 30, 2021**  
**Date Issued**

South West-RO  
150 Dufferin Avenue, Suite 400, 4th Floor  
London ON N6A5N6

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