



Order under Section 87(1)  
**Residential Tenancies Act, 2006**

**File Number:** SWL-50596-21

**In the matter of:** 3487 WOODWARD BOULEVARD  
WINDSOR ON N8W5G3

**Between:** Windsor Essex Community Housing Corporation Landlord

**and**

Barry Lebert Tenants  
Emilia Lebert

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Barry Lebert and Emilia Lebert (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 5, 2021. The Landlord's Legal Representative, C. Parrott, attended the hearing on behalf of the Landlord. As of 3:16 p.m., the Tenants were not present or represented at the hearing, although properly served with notice of this hearing by the Board.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from October 1, 2020 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 3, 2020.
2. The Tenants are in possession of the rental unit.
3. At the hearing, the Landlord's Legal Representative submitted a payment agreement, dated July 26, 2021, that was negotiated and signed by the parties in advance of the hearing. A copy of this agreement was filed with the Board. The Landlord's Legal Representative stated that the Tenants had been complying with the agreement, as they had made the first payment due on July 31, 2021, in the amount of \$5,000.00, the monthly rent for August 2021 and an additional payment of \$200.00 to the Landlord. As such, the Landlord's Legal Representative requested an order reflecting the balance of the agreement.
4. I have considered all of the disclosed circumstances in accordance with section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of the COVID-19 pandemic upon the parties and whether the Landlord has attempted to negotiate a

payment plan, 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. This is consistent with the agreement signed by the parties prior to the hearing.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$3,829.00, which represents the rent arrears (\$3,642.00) and the application filing fee (\$186.00), outstanding for the period ending August 31, 2021.
2. The Landlord’s application for eviction of the Tenants is denied on the condition that:
  - (a) The Tenants shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

<b>Date Payment Due</b>	<b>Amount of Payment</b>
August 31, 2021	\$200.00 (application fee and arrears)
September 30, 2021	\$200.00 (arrears)
October 31, 2021	\$200.00 (arrears)
November 30, 2021	\$200.00 (arrears)
December 31, 2021	\$200.00 (arrears)
January 31, 2022	\$200.00 (arrears)
February 28, 2022	\$200.00 (arrears)
March 31, 2022	\$200.00 (arrears)
April 30, 2022	\$200.00 (arrears)
September 30, 2022	\$1,000.00 (arrears)
March 31, 2023	\$1,029.00 (arrears)

- (a) If the Tenants made any additional payments towards the rent arrears since the date of the hearing, that amount shall be deducted from the overall outstanding amount. The payment schedule above shall remain unchanged until all arrears are paid in full.

- (b) The Tenants agree to pay the lawful rent on or before the first day of every month until the arrears are paid in full.
3. If the Tenants fail to make any of the payments in accordance with paragraph 2, and by the dates required, then:
- (a) The Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
- (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear at an interest rate of 2.00% per annum.

**November 17, 2021**  
**Date Issued**



---

Arnab Quadry  
Member, Landlord and Tenant Board

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.