



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

**Citation:** Eco-Genia Holdings Inc v Willsie, 2024 ONLTB 16020

**Date:** 2024-03-14

**File Number:** LTB-L-078167-23

**In the matter of:** 686 RAYBURNE AVE  
Sarnia ON N7T7A8

**Between:** Eco-Genia Holdings Inc Landlord

**And**

Jennifer Willsie Tenants  
Jason Gibson

Eco-Genia Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Willsie and Jason Gibson (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenant's rent.

This application was heard by videoconference on February 20, 2024.

The Landlord's Agent, George Stoukas and the Tenant, Jennifer Willsie attended the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy shall be terminated in accordance with this order.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On September 28, 2023, the Landlord gave the Tenants an N8 notice of termination by leaving a copy of said notice in the mailbox, deemed served September 29, 2023. The notice of termination contains the following allegations: The Tenants have paid the rent persistently late from the period of March 2022 through to September 2023.

4. The Landlord testified that the Tenants paid the rent late most months in 2022 and has paid the rent late for every month in 2023, up to and including September 2023 being the month in which the N8 Notice was issued to the Tenants.
5. The Tenant testified that they understood what the Notice meant and what the notice was seeking at the time of receiving the notice of termination and had no difficulties or concerns with the content of the notice. The Tenant disputed that the rental was not paid late majority of 2022 and that some late payments in 2022 were as a result of the Landlord's record keeping but did not contest that the rent was paid late for the entirety of 2023.
6. Despite the notice not being very detailed in terms of dates of rent paid, the Tenant confirmed an understanding of the notice including the reasons for the notice. Therefore, I find that the notice is sufficient to meet the requirements of section 43(2) of the Act.
7. I find that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late 9 times in the past 9 months for the period of January 1, 2023 through to September 1, 2023.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from eviction

10. 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 April 30, 2024 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord testified that the Tenants have not paid any rent since service of the N8 notice and filing of this application to the Landlord and Tenant Board and the approximate amount owing to February 29, 2024 is \$8,186.00. The Tenant's conduct has had a significant financial burden on the Landlord and that this financial burden was slowly leading him towards foreclosure of the property.
12. The Landlord was seeking a standard order terminating the tenancy but agreed that a short extension of no more than 30 days would be reasonable.
13. The Tenants did not contest the rental arrears since the filing of the application. The Tenant stated that the reason for the late payments is primarily due to the Tenant losing their employment and having to rely on the other Tenant's income from part time employment. The Tenant stated that the other Tenant had secured alternative employment in BC that was to start in three weeks which would allow the Tenants to pay the rent on time moving forward. The Tenant did not provide any financial specifics on the new employment. The Tenant testified that they have medical conditions that prevent them from working but provided no specific details regarding the same. The Tenant stated that if the tenancy were to be terminated that the Tenants would require 60 days to find alternative accommodations.

14. Based on the evidence before me, I do not find this to be a viable tenancy as the Tenants do not currently have the financial resources to meet their obligations of paying the monthly rent as it falls due. I do however find the Tenants' request for a short extension of time to be reasonable given their financial circumstances and impact eviction may have on their ability to secure alternative accommodations in today's marketplace.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenants must move out of the rental unit on or before April 30, 2024.
2. If the unit is not vacated on or before March 30, 2024, then starting May 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 May 1, 2024.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before March 25, 2024, the Tenants will start to owe interest. This will be simple interest calculated from March 26, 2024 at 7.00% annually on the balance outstanding.

**March 14, 2024**

**Date Issued**

**Ilan Shingait**

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 of the Tenant expires on September 26, 2024 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.

