



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

Citation: Morguard NAR Canada Limited Partnership v Belnavis, 2023 ONLTB 77893

Date: 2023-11-30

File Number: LTB-L-070018-22

In the matter of: 2211, 1477 MISSISSAUGA VALLEY BLVD
MISSISSAUGA ON L5A3Y4

Between: Morguard NAR Canada Limited Partnership Landlord

And

Alison Belnavis Tenant

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Alison Belnavis (the 'Tenant') because:

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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 14, 2023.

The Landlord's representative, Faith McGregor and the Tenant attended the hearing.

Preliminary Issue:

1. At the hearing, the Tenant requested that the application be dismissed as there was an agreement between the Landlord, the Tenant and the region of Peel regarding her arrears of rent. The Tenant stated that the application had already been heard and resolved.
2. The Tenant was advised that the application she is speaking about was an L1 application for arrears of rent. This is an L2 application is about late payment of rent.
3. The request to dismiss the application was denied and hearing for the L2 application proceeded.

Determinations:

4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. However, I find that it would not be unfair to grant relief from eviction on the condition that the Tenant pay the rent on time for a 12-month period.
5. The Tenant was in possession of the rental unit on the date the application was filed.

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6. On November 3, 2022, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains alleges that the Tenant paid the rent late for the following months: January 2022 to October 2022 a period of 10 months.
7. I find the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 10 times in the past 12 months as set out on the N8.
8. Since the application was filed in November 2022, the Tenant has paid the rent late for the following months: November 2022- November 2023. The Tenant has reached a zero balance and is not currently in arrears.
9. The \$186.00 application filing fee was paid by the Tenant on September 25, 2023.

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 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.
11. The Landlord requested a 12- month conditional pay on time order for the Tenant to pay the rent on time and avoid eviction. The Tenant consented to such a conditional order to avoid eviction and maintain their tenancy.
12. I find that it would not be unfair to impose a conditional order instead of issuing an eviction order as per the Landlord's request. The Tenant should be afforded an opportunity to preserve their Tenancy and remain in the rental unit as eviction is the last resort.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the rent for December 2023 on or before December 8, 2023.
3. Starting January 1, 2024 and continuing through November 30, 2024, the Tenant shall pay the monthly rent on or before the first business day of each month.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

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November 30, 2023

Date Issued

Camille Clyne

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.