



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

**Citation:** Morguard NAR Canada Limited Partnership v Belnavis, 2023 ONLTB 70303

**Date:** 2023-10-27

**File Number:** LTB-L-074449-23

**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 did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on October 12, 2023.

The Landlord's Legal Representative F. McGregor and the Tenant attended the hearing.

### **Determinations:**

1. The Tenant sought an adjournment in order to have additional time to gather her evidence. The Notice of Hearing was mailed to the Tenant on September 22, 2023 deemed served on September 27, 2023. The hearing was on October 12, 2023. The Landlord's Legal Representative opposed the adjournment request stating that the Notice of Hearing was received on or around September 25, 2023 so the Tenant had adequate time to bring her evidence together.
2. I find that the Tenant has had adequate time to get her evidence together, so I denied the request to adjourn the hearing.
3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,763.41. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$57.98. This amount is calculated as follows: \$1,763.41 x 12, divided by 365 days.

7. The Tenant has paid \$13,803.00 to the Landlord since the application was filed.
8. The rent arrears owing to October 31, 2023 are \$7,105.19.
9. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$33.18 is owing to the Tenant for the period from January 1, 2023 to October 12, 2023.
13. 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.
14. The Landlord's Legal Representative stated that the Tenant has been approached by the Landlord multiple times about the rent arrears. In May 2023 the Tenant told the Landlord that she will let the Landlord know about a repayment plan, but she never reached out. The rental arrears affect the Landlord financially and administratively adds more burden on staff. She stated that they are willing to grant time to the Tenant till December 2023 to pay off the arrears, but they are not agreeable to a payment plan.
15. The Tenant testified that she was a supply teacher when she signed the lease. She did not get a renewal for the summer so fell behind on the rent. Then she fell sick so she could not work. Her EI got denied and she still has an application waiting to be approved. Now she is back to work full time and in a permanent position, so she is financially more stable than before. In May when the Landlord had reached out to her for payment plan, she was not working so she did not want to commit to anything she could not keep up.
16. She testified that her son is in school nearby and is doing really well in school. A move may disrupt his progress in school. He is also working part-time and manages his own expenses. The Tenant has also applied to Region of Peel to help with rent arrears. She testified she would like to stay in the apartment and is willing to pay \$600.00 per month towards the rent arrears.
17. Based on evidence from both sides, I find that it would not be unfair grant the Tenant a payment plan. The arrears are relatively modest, and the Tenant has continued to make some payments since the application was filed. A 12-month payment plan will not be prejudicial to the Landlord and will give the Tenant a chance to preserve her tenancy. She has the ability to pay off the rent arrears earlier if she receives assistance from the Region of Peel.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$7,105.19 for arrears of rent up to October 31, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 

a) On or before November 15, 2023	\$600.00
b) On or before December 15, 2023	\$600.00
c) On or before January 15, 2024	\$600.00
d) On or before February 15, 2024	\$600.00
e) On or before March 15, 2024	\$600.00
f) On or before April 15, 2024	\$600.00
g) On or before May 15, 2024	\$600.00
h) On or before June 15, 2024	\$600.00
i) On or before July 15, 2024	\$600.00
j) On or before August 15, 2024	\$600.00
k) On or before September 15, 2024	\$600.00
l) On or before October 15, 2024	\$505.19
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period November 1, 2023 to October 1, 2024, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after October 31, 2023.

**October 27, 2023**

**Date Issued**

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Sheena Brar

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.