



Order under Section 69 Residential Tenancies Act, 2006

Citation: Maisonneuve v Veillette, 2023 ONLTB 59459

Date: 2023-09-01

File Number: LTB-L-007670-23

In the matter of: 6152 BROOKSIDE LANE
ORLEANS ON K1C2K7

Between: Paul Maisonneuve and Céline Maisonneuve Landlords

And

Allan Roger Veillette Tenant

Paul Maisonneuve and Céline Maisonneuve (the 'Landlords') applied for an order to terminate the tenancy and evict Allan Roger Veillette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlords' Legal Representative, K. Smith, the Tenant, and the Tenant's mother, Carol Veillette, attended the hearing.

Determinations:

Request for Adjournment – Section 82

1. The Tenant alleges that the Landlord is in breach of their obligations under the *Residential Tenancies Act, 2006* (Act) and requested an adjournment to file the necessary paperwork for these issues to be heard.
2. There was no dispute that the Tenant did not provide written notice of any issues he intends to raise at this hearing and/or any supporting evidence to the Landlords at least seven days in advance of the hearing date as required by subsection 82(2) of the Act and Board Rule of Procedure 19.4. The Tenant also did not provide a reasonable explanation as to why he could not have complied with these requirements. Therefore, the Tenant's section 82 claims cannot be considered by the Board.
3. The Notice of Hearing Package, which the Tenant did not dispute receiving, sets out the requirements for the parties to disclose any evidence to the other party as soon as possible but at least 7 days before the hearing. The Tenant's Notice of Hearing package

also included a form titled “Issues a Tenant intends to Raise at a Rent Arrears Hearing.” The preamble on this form contains the following statement:

A tenant who fails to provide the landlord and the Board with a written description of each issue will not be permitted to raise them at the hearing unless the Board Member is satisfied that the tenant could not comply with the requirements.

4. The Landlords’ Legal Representative submitted that they have not received any disclosure from the Tenant regarding these issues and the Landlords oppose any request for an adjournment.
5. The Tenant’s request for an adjournment was denied. The Tenant has had ample time and opportunity to disclose any issues he intended to raise at this hearing. This application and Notice of Hearing was sent to the Tenant on June 16, 2023, nearly two months before the hearing.

Preliminary Issue – Co-signor

6. The application as filed also names Carol Veillette as a Tenant. I find that she was a cosignor on the lease but not a Tenant. Therefore, Carol Veillette has been removed as a party.
7. The Tenant stated that his mother, Carol Veillette, was his co-signor for this tenancy, and that she never lived in the unit. Carol Veillette also testified that she never resided in the unit and only signed to allow the Tenant to live there.
8. The Landlords Legal Representative submitted that Carol Veillette is on the Lease and has made payments to the Landlords in the past. A copy of the Residential Tenancy Agreement (“Agreement”) and Residential Property Application Form (“Application”) into evidence.
9. Upon review of the documents submitted by the Landlords, Carol Veillette did sign the Agreement, however, she did not complete, nor is any of her information on the Application. The only information on the Application is that of the Tenant’s, including listing only his son as an occupant. I am satisfied that Carol Veillette did not reside in the rental unit. The fact that she made rental payments in the past does not satisfy me that she is a Tenant. A landlord may receive payments from a third party, this act does not make the third party a Tenant. Given the evidence before me, I find it more likely than not that Carol Veillette was a co-signor for this tenancy and not a Tenant.

Rent Arrears

10. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Nonpayment 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.
11. As of the hearing date, the Tenant was still in possession of the rental unit.
12. The lawful rent is \$1,454.00. It is due on the 1st day of each month.

13. Based on the Monthly rent, the daily rent/compensation is \$47.80. This amount is calculated as follows: \$1,454.00 x 12, divided by 365 days.
14. The Tenant has paid \$1,869.00 to the Landlords since the application was filed.
15. The rent arrears owing to August 31, 2023 are \$12,201.00.
16. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlords collected a rent deposit of \$1,350.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
18. Interest on the rent deposit, in the amount of \$105.80 is owing to the Tenant for the period from July 26, 2018 to August 14, 2023.

Relief from Eviction

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlords attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until September 30, 2023 pursuant to subsection 83(1)(b) of the Act.
20. The Tenant requested three months to pay the rent arrears owing. He proposed making payments for September to December and the full balance owing will be paid by December 31, 2023. He stated that he wasn't working for awhile, however he is back to work in landscaping. He also has 2 roommates moving in who can assist with the arrears and accruing rents.
21. The Landlords' Legal Representative submitted that the rent arrears are significant. The Landlords received a partial payment from the Tenant in November 2022, nothing for December 2022 and January 2023, and then minimal payments from February to present. The Landlord's Legal Representative requested a standard order for termination and eviction.
22. The rent arrears currently outstanding are \$12,201.00, which is a significant increase since the application was filed seeking rent arrears \$3,892.00. The Tenant is back to work but has not demonstrated that the accruing monthly rents can be paid. Consequently, I am satisfied that the Tenant's repayment proposal will only be met if the Tenant finds roommates, which is unknown. The Tenant has resided in the rental unit for 5 years and the Landlord is holding a last month's rent deposit, in these circumstances, I find that a delay to the end of September is not unfair.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$13,841.00 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after September 30, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before September 30, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$10,146.40. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlords compensation of \$47.80 per day for the use of the unit starting August 15, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before September 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 30, 2023, then starting October 1, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after October 1, 2023.

September 1, 2023

Date Issued

Lisa Del Vecchio

Member, Landlords 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 expires on April 1, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before September 30, 2023

Rent Owing To September 30, 2023	\$15,524.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$1,869.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$13,841.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$13,285.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$1,869.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$105.80
Less the amount the Landlords owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlords	\$10,146.40
Plus daily compensation owing for each day of occupation starting August 15, 2023	\$47.80 (per day)