



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

**Citation:** Panchal v Debruge, 2023 ONLTB 58317

**Date:** 2023-08-23

**File Number:** LTB-L-035143-22

**In the matter of:** 40 ICY NOTE PATH  
OSHAWA ON L1L0L1

**Between:** Himanshukumar Dilipbhai Panchal Landlords  
Khushboo Panchal

**And**

Michael Lee Debruge Tenants  
Diana Otvás

Himanshukumar Dilipbhai Panchal and Khushboo Panchal (the 'Landlords') applied for an order to terminate the tenancy and evict Michael Lee Debruge and Diana Otvás (the 'Tenants') because

- The Tenants did not pay the rent that the Tenants owe.
- The Tenants persistently paid their rent late

This application was heard by videoconference on June 26, 2023. The Landlords, and the second named Tenants attended the hearing.

### **Determinations:**

#### **L1 APPLICATION:**

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,890.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$62.14. This amount is calculated as follows: \$1,890.00 x 12, divided by 365 days.
5. The Tenants have paid \$11,450.00 to the Landlords since the application was filed.
6. The parties agree that the rent arrears owing to June 30, 2023 are \$13,120.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,850.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$118.40 is owing to the Tenants for the period from April 15, 2019 to June 26, 2023.

**L2 APPLICATION:**

10. On May 2, 2022, the Landlords gave the Tenants an N8 notice of termination personally. The notice of termination contains that the Tenants rent is due on or before the first day of each month and that the Tenants paid their rent late in the following months:
  - June 2021; July 2021; September 2021; December 2021; January 2022; February 2022; March 2022; April 2022; May 2022.
11. The Tenant has 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 12 months. Therefore, I find that the Tenants have been persistently late in paying their rent.

**RELIEF FROM EVICTION:**

12. 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.
13. The Tenants testified that the arrears were due to a lay off from her husband's employment and that she is working in the healthcare industry and began working full-time a few months ago. The Tenants have two minor children (ages 8 & 5), who go to school close to the rental unit. They have lived in the rental unit since 2019.
14. The Tenants proposed a repayment plan for the arrears that essentially make the Landlord whole within approximately 17 months. During the hearing, I spent some time with the parties canvassing the viability of this payment plan. After going through the Tenants income and their basic monthly expenses- it seems that they can afford to sustain the tenancy and

the plan proposed to the Landlord. The Tenants have also been making good faith payments to the Landlords.

15. In addition to the L1 the Landlords also filed an application pursuant to section 58 (1) of the Act, for persistently paying the rent late. For which, I will be ordering that immediately following the end of the payment plan, the Tenants continue to pay their rent in full and on time for one year. I believe this order should satisfy the Landlords' interests on this application. The Landlords are paid back within a reasonable amount of time and the Tenant must continue to pay their rent in full and on time if they would like to maintain their housing.
16. I find this order to be fair and reasonable in consideration of both parties' circumstances, no further reasons shall be issued.

**It is ordered that:**

1. The Tenants shall pay to the Landlords \$17,806.00 for arrears of rent up to August 31, 2023 and costs. (less any payments made by the Tenants)
2. The Tenants shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:
  - a) Commencing September 1, 2023, the Tenants shall pay \$800.00 on or before the 1st day of each month, for a period of 22 months (until June 1, 2025).
  - b) The Tenants shall pay \$206.00 on or before July 1, 2025.
3. The Tenants shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period September 1, 2023 to July 1, 2025, or until the arrears are paid in full, whichever date is earliest.
4. Either immediately following the payment plan or August 1, 2025, whichever date is earliest- the Tenant shall pay their lawful monthly rent, in full and on time for 12 consecutive months.
5. If the Tenant fails to make any one of the payments in accordance with this order (paragraphs 2, 3, and 4), the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 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 June 30, 2023.

**August 23, 2023**

**Date Issued**

Curtis Begg

Member, Landlords and Tenants 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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2023**

Rent Owing To August 31, 2023	\$28,350.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$11,450.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$17,086.00</b>