



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sifton Properties Limited v Michelle Gauvreau, 2023 ONLTB 46716

Date: 2023-06-26

File Number: LTB-L-063341-22

In the matter of: 403 SCOTTSDALE DRIVE
GUELPH ON N1G2W6

Between: Sifton Properties Limited Landlord

And

Michelle Gauvreau Tenants
Peter Panopoulos

Sifton Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Gauvreau and Peter Panopoulos (the 'Tenants+') because the Tenants+ did not pay the rent that the Tenants+ owes.

This application was heard by videoconference on May 8, 2023. The Landlord's agent, J. Slemmonds and the second named Tenants+ attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 \$1,786.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.73. This amount is calculated as follows: \$1,786.40 x 12, divided by 365 days.
5. The Tenants have paid \$6,290.54 to the Landlord since the application was filed.
6. The parties agree that the rent arrears owing to May 31, 2023 are \$6,813.17.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,722.59 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$15.10 is owing to the Tenants for the period from January 1, 2023 to May 8, 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 Tenants have lived in the rental unit for approximately 8 years. They made significant interim payments to the Landlord since the application was filed. During the hearing the Tenants proposed a payment plan that would effectively make the Landlord whole within approximately 12 months.
12. I canvassed the Tenants with respect to their monthly income and expenses to ascertain whether the tenancy was sustainable based on the figures provided. The Tenants can afford the payment plan they were proposing.
13. The Landlord requested that if a payment plan was granted that it be limited to 6 months. However, did not provide any submissions on any severe prejudice they would face if the one the Tenants proposed was granted.
14. Based on the Tenants payment history it is clear that they would like to remain in the rental unit and have a genuine intention to pay back the arrears that they owe the Landlord. Therefore, the payment plan they proposed is granted with some minor variations.

It is ordered that:

1. The Tenants shall pay to the Landlord \$8,787.57 (less any payments made by the Tenants) for arrears of rent up to June 30, 2023 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) Commencing July 16 2022, the Tenants shall pay \$600.00 on or before the 16th day of each month, for a period of 14 months (until August 2024).
 - b) The Tenant shall pay \$387.57 on or before September 16, 2024
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 July 1, 2023 to August 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 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

June 26, 2023

Date Issued

Curtis Begg

Member, Landlord and Tenants+ Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

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