



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

**Citation:** Hague v Geffros, 2023 ONLTB 17922

**Date:** 2023-02-01

**File Number:** LTB-L-013096-22

**In the matter of:** 2, 220 Nelson St  
Brantford ON N3S4C1

**Between:** Melanie Hague Landlord

**And**

Benjamin Geffros Tenants Gabrielle Camirand

Melanie Hague (the 'Landlord') applied for an order to terminate the tenancy and evict Benjamin Geffros and Gabrielle Camirand (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on January 23, 2023.

The Landlord and the Tenants attended the hearing.

**Determinations:**

1. This is a month to month tenancy. The rent is due on the 1<sup>st</sup> day of each month.
2. The Landlord testified to the dates the rent has been paid late since June 1, 2020 to March 1, 2022, as outlined on the N8 Notice of Termination.
3. The Tenants did not dispute that they have paid the rent late. The Tenants had financial difficulties during the covid-19 pandemic.
4. As I stated at the hearing, based on the evidence before me, I find that the Tenants have been persistently late in paying the rent when due.
5. The Landlord seeks termination of the tenancy and was not confident that the Tenants would pay the rent when due.
6. The Tenants requested relief from eviction and assured the Board that they could pay the rent when due.

7. 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

Order Page 1 of 2

grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

8. As I stated at the hearing, I will give the Tenants an opportunity to continue the tenancy by paying the rent when due.
9. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "to put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
10. In this case, I am of the view that the tenancy can be saved by the Tenants paying the rent when due, and the Tenants are willing to do so.
11. At the hearing, I also explained to the Tenants section 78 of the Act and that the Tenants must ensure that they pay the rent when due, starting February 1, 2023. I am satisfied that the Tenants understood the consequences of not complying with the order.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. Commencing February 1, 2023, and for a period of 12 consecutive months (February 2023 to January 2024), the Tenants shall pay the monthly rent on or before the 1<sup>st</sup> day of each month.
2. If the Tenants fail to comply with the conditions set out in paragraph 1 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 Tenants. 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 Tenants.
3. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.

4. If the Tenants do not pay the Landlord the \$186.00 on or before February 15, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 16, 2023 at 5.00% annually on the balance outstanding.

**February 1, 2023**

\_\_\_\_\_ **Date Issued**

Debbie Mosaheb

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.

Order Page 2 of 2