



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

**Citation:** Scenic Place Inc. v Gomes, 2022 ONLTB 13561

**Date:** 2022-12-07

**File Number:** LTB-L-016673-22

**In the matter of:** 0415, 470 SCENIC DR  
LONDON ON N5Z3B2

**Between:** Scenic Place Inc. Landlord

**And**

Crystal Gomes, Manuel Carlos Gomes Tenants

Scenic Place Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Gomes, Manuel Carlos Gomes (the 'Tenants') because the Tenants did not pay the rent that the Tenant owe.

This application was heard by videoconference on September 29, 2022 .

Only the Landlord's representative attended the hearing.

As of 9:20 a.m. the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. The Landlord 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 was still in possession of the rental unit.
3. The lawful rent is \$1,165.53. It is due on the first day of each month.

4. The rent arrears owing to September 30, 2022 are \$2951.63.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$1,107.00 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.

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7. At the hearing the Landlord must disclose any circumstances which may cause the Board to consider delaying or denying an eviction. At this hearing the Landlord's representative indicated that he did not know of any special circumstances that the Board should consider in its decision.
8. The Landlord's representative disclosed that the Tenants was a parent of a special needs child who resides with the Tenants however; he was not aware of whether the Tenants received supports or benefits for the child.
9. The Tenants submitted documents into evidence indicating that she was going to raise several maintenance issues at the hearing. However, she did not appear and these issues will not be considered as a part of this decision. The Tenants may file a T6 application within one year of the maintenance issues to address these matters.
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 are parents of a special needs child and likely has supports in place within her community for her child and should be given the opportunity to preserve her tenancy. The arrears owing are not substantial and a re-payment plan should be in place before eviction is considered.

**It is ordered that:**

12. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
13. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

1. \$2777.65 which represents rent arrears of \$2591.65 and the application filing fee of \$186.00. The Tenants shall make monthly payments towards the amount owed to the Landlord according to the following schedule:

Jan 15, 2023: a payment of \$347.20

February 15, 2023: a payment of \$347.20

March 15, 2023: a payment of \$347.20

April 15, 2023: a payment of \$347.20

May 15, 2023: a payment of \$347.20

June 15, 2023: a payment of \$347.20

July 15, 2023: a payment of \$347.20

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August 15, 2023: a payment of \$347.20

14. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period January 1, 2023 until the arrears are paid in full.
15. If the Tenants 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 Tenants to the Landlord pursuant to paragraph 14(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 Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after September 30, 2022.

**December 7, 2022**

**Date Issued**

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**Maria Shaw**

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.

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