



Order under Section 69 Residential Tenancies Act, 2006

Citation: City of Cornwall Housing Services Division v Martineau, 2022 ONLTB 9967

Date: 2022-10-28

File Number: LTB-L-047060-22

In the matter of: 14, 1600 Birmingham Street
Cornwall Ontario K6H7A9

Between: City of Cornwall Housing Services Division Landlord

And

Austin Martineau, Brooke Lefebvre Tenant

City of Cornwall Housing Services Division (the 'Landlord') applied for an order to terminate the tenancy and evict Austin Martineau, Brooke Lefebvre (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 12, 2022.

Robert Delorme, for the Landlord, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$794.00 effective March 1, 2022. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.10. This amount is calculated as follows: \$794.00 x 12, divided by 365 days.
5. There is no last month's rent deposit.
6. The Tenant has not made any payments since the application was filed.
7. The Tenant does not dispute that \$6,679.75 is owing to October 31, 2022 which includes arrear (\$6,478.75) and the application filing fee (\$201.00).
8. The Landlord's Agent submitted that the Landlord is seeking the standard 11-day voidable order because the Tenant has not made any payments plus they have been to the Board for arrears prior, and in October 2020 the Landlord reduced the arrears to half to try and help the Tenant.

9. The Tenant testified that she ran into financial problems because she was working from home and was in a bad relationship with the person she was living with. Plus she lost her job and just got on Ontario works; she is hoping for a repayment plan to preserve the tenancy. She has lived in the unit approximately 4 years with her children and cannot afford to move or pay private sector rents. The Tenant requested to pay \$500.00 on October 27, 2022 and \$500.00 on November 10, 2022, the monthly rent starting November 1, 2022, and \$500.00 per month starting November 20, 2022, until paid in full.
10. The Landlord's Agent submitted that the Landlord was only willing to accept a repayment plan if everything was paid by December 30, 2022.
11. 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. As established by the caselaw, eviction is a remedy of last resort. Although the Tenant has not been able to make payments to the Landlord, I accept that she is in a better place now and able to abide by the payment plan offered. I do not find the Landlord wanting all arrears by December 31, 2022 to be reasonable considering the Tenant's source of income. I do not find a 12-month repayment plan to be unreasonable or overly prejudicial to the Landlord as the breach clause shall be attached, and social housing landlords often enter into long-term repayment plans to assist tenants in preserving their tenancies. The below payment plan gives the Tenant almost one-year to ensure the slightly higher final arrears payment can be made.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,679.75 which represents the arrears of rent (\$6,478.75, and costs (\$201.00) outstanding for the period ending October 31, 2022.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
October 31, 2022 (if not already paid on October 27, 2022)	\$500.00 (costs and arrears)
November 10, 2020	\$500.00 (arrears)
November 20, 2022 through August 20, 2023	\$500.00 (each month to arrears)
September 20, 2023	\$679.75 (final arrears payment)

- (b) The Tenant shall also pay the Landlord the lawful month rent for the months of November 1, 2022 up to and including September 1, 2023 in full, on or before the first day of each corresponding month.
3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:
- (a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
- (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

October 28, 2022
Date Issued

Diane Wade
Member, Landlord and Tenant 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.