



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

**Citation:** Bonsignore v Saqallah, 2024 ONLTB 39766

**Date:** 2024-05-31

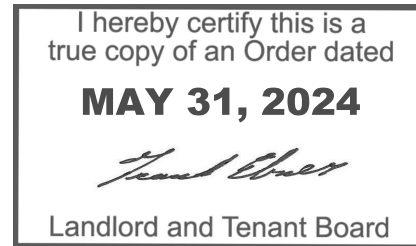
**File Number:** LTB-L-084160-23

**In the matter of:** 1868 FOXRIDGE CRES  
LONDON ON N6G0L7

**Between:** Calogera Bonsignore

**And**

Heather Saqallah



Landlord

Tenant

Calogera Bonsignore (the 'Landlord') applied for an order to terminate the tenancy and evict Heather Saqallah (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was previously adjourned on March 11, 2024. The adjourned hearing for this application was heard by videoconference on May 22, 2024. The Landlord, the Landlord's representative, Jordan Nieuhof, and a former Tenant, Derek John Peters, attended the hearing. As of 10:43 am, the Tenant was 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.

**Preliminary Issue: Joint Tenancy and Application Amendment**

1. Former Tenant Derek John Peters testified that he became a joint tenant in this tenancy on January 29, 2020; however, in early March 2023 he and the Tenant discussed him vacating the unit, and severing the joint tenancy, given that the Tenant's boyfriend planned to move into the unit. The former Tenant testified further that during this discussion the Tenant agreed that he would vacate the unit and not pay rent thereafter, in order to accommodate her boyfriend. The former Tenant stated that the Tenant's boyfriend moved into the unit just before the end of March 2023, and he fully vacated the unit on April 20, 2023.
2. The former Tenant stated further that he corresponded with the Landlord early in April 2023 to seek her agreement to be removed as a joint tenant from the tenancy agreement on the basis of his agreement with the Tenant in March 2023. The former Tenant submitted an email from the Landlord, dated April 20, 2023, confirming that he was no longer responsible to pay the rent, just the remaining Tenant.
3. The Landlord testified that the former Tenant had vacated the unit by April 20, 2023, and as per her April 20, 2023 email to the former Tenant, she agreed effective April 20, 2023 that the former Tenant was no longer responsible for paying the rent, just the remaining Tenant. The Landlord confirmed that the rent arrears that are the subject of her application

started to accrue in June 2023, after the former Tenant vacated the unit, and she therefore requested to amend her L1 application listing Heather Saqallah as the sole Tenant.

4. On the basis of the evidence provided, I am satisfied that the Landlord and both Tenants agreed to sever the joint tenancy no later than April 20, 2023, and that the former Tenant had vacated the unit by April 20, 2023. I therefore find that the tenancy for Derek John Peters, and his requirement to pay rent, terminated on April 20, 2023. I am also satisfied that the alleged rent arrears in the Landlord's application accrued after the former Tenant's tenancy terminated. Therefore, I find that the Landlord's L1 amendment request is appropriate, not prejudicial to the remaining Tenant, and is consistent with a fair and expeditious proceeding. For these reasons, the Landlord's L1 amendment request is granted.

**Determinations:**

5. The Landlord served the Tenant with a valid Notice to End the 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,562.50. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$84.25. This amount is calculated as follows:  $\$2,562.50 \times 12$ , divided by 365 days.
9. The Tenant has paid \$6,000.00 to the Landlord since the application was filed.
10. The rent arrears owing to May 31, 2024 are \$14,250.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,000.00 from the Tenant 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.
13. Interest on the rent deposit, in the amount of \$139.40 is owing to the Tenant for the period from January 30, 2020 to May 22, 2024.
14. The Landlord testified that she sent a letter to the Tenant when the N4 was served on September 29, 2023, as well as sent monthly emails thereafter, offering to negotiate a payment plan with the Tenant. The Landlord testified further that the Tenant responded to these offers, but never wanted to negotiate a payment plan, and disagreed with the arrears owing.
15. The Landlord asserted that the arrears are causing her financial hardship and are making it difficult for her to pay the mortgage on the rental unit. The Landlord also noted that the Tenant failed to pay any rent as ordered in LTB-L-084160-23-IN, issued on March 22, 2024, after the previous hearing was adjourned on March 11, 2024. For these reasons, the Landlord requested an expedited eviction of the Tenant.

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
17. The Landlord and the Landlord's representative were not aware of any circumstances that should be considered in a determination of whether to provide the Tenant with eviction relief, nor was the Tenant or her representative present at the hearing to provide submissions with respect to the Tenant's relief from eviction. For these reasons, and the Landlord's financial hardship as a result of the arrears, it would be unfair to the Landlord to grant the Tenant with eviction relief.
18. I accept that the Tenant has substantial rent arrears, and that these arrears pose a financial hardship for the Landlord. However, the Landlord did not establish that the Tenant is responsible for an urgent problem in the unit that is a serious health or safety issue, or that the Tenant is involved in a serious illegal act in the unit. For this reason, and pursuant to s. 84 of the Act, the Landlord's request for an expedited eviction order is denied.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$14,436.00 if the payment is made on or before May 31, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$16,998.50 if the payment is made on or before June 11, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 11, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 11, 2024.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,587.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$84.25 per day for the use of the unit starting May 23, 2024 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before June 11, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 12, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 11, 2024, then starting June 12, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 12, 2024.



**May 31, 2024**  
**Date Issued**

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Frank Ebner  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 12, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2024**

Rent Owing To May 31, 2024	\$20,250.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,000.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$14,436.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 11, 2024**

Rent Owing To June 30, 2024	\$22,812.50
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,000.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$16,998.50</b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$19,541.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,000.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,000.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$139.40
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$11,587.60</b>
Plus daily compensation owing for each day of occupation starting May 23, 2024	\$84.25 (per day)