



Order under Section 69 Residential Tenancies Act, 2006

Citation: GOGULA v GILBERT-COUTRERAS, 2026 ONLTB 703

Date: 2026-01-09

File Number: LTB-L-084130-25

In the matter of: Upper Unit - 107 REED ST
ESSEX ON N8M0B2

Between: Swetha GOGULA Landlord

And

Antonio GILBERT-COUTRERAS Tenants
Felisha COUTRERAS

Swetha GOGULA (the 'Landlord') applied for an order to terminate the tenancy and evict Antonio GILBERT-COUTRERAS and Felisha COUTRERAS (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 17, 2025.

The Landlord's legal representative, Mark S. Gebriel, and the first-named Tenant attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

Preliminary Issues

Tenant's Adjournment Request

1. The Tenant requested an adjournment to obtain legal counsel. The Tenant submitted that he did not receive a copy of the Notice of Hearing until December 12, 2025. The Tenant stated that he has an appointment with Windsor Community Legal Aid on December 19, 2025.
2. The Landlord opposed the Tenant's adjournment request. The Landlord's legal representative submitted that he personally served the Tenant with the Landlord's disclosure package which included the Notice of Hearing and a copy of the Landlord's

payment proposal letter by handing the package to the Tenant at 4:30 PM on December 10, 2025. The Landlord's legal representative submitted that the Landlord has had no contact from the Tenant since that time.

3. After considering the parties' submissions, I denied the Tenant's adjournment request for the following reasons.
4. Interpretation Guideline 1 entitled Adjourning and Rescheduling Hearings provides helpful information to understand the Board's usual interpretation of the law. The Guideline states "pursuant to s. 21 of the *SPPA* [*Statutory Powers Procedure Act*], an adjournment will only be granted by the Board if it is required to permit an adequate hearing to be held".
5. An adequate hearing does not mean a perfect hearing. In this case I was satisfied that the Tenant received sufficient notice of the hearing. Additionally, the matter was stood down for approximately 45 minutes to assist the Tenant with gathering necessary information such as specific dates and amounts of purported payments made by e-transfer to the Landlord.
6. Though section 10 of the SPPA states that a party may be represented by a representative at a hearing, the right to representation is not absolute. The Tenant was served with an N4 notice of termination on June 19, 2025. The Landlord sent a letter to the Tenant on November 16, 2025, advising that the Landlord had filed an application for eviction due to non-payment and proposing a payment plan. The Tenant provided no reasonable explanation as to why he waited until one week before the hearing to try and obtain legal counsel.

Landlord's Request to Amend the Application

7. The Landlord's legal representative submitted that due to a clerical error "Upper Unit" was missing from the rental unit address on the L1. The N4 served to the Tenant indicated "Upper Unit" in the address of the rental unit.
8. The Landlord's legal representative further submitted that despite the application stating the Landlord is not holding a last month rent deposit that the Tenant did, in fact, pay a last month rent deposit in the amount of \$2,350.00 on August 1, 2023. The Landlord has not paid interest on the deposit.
9. The Tenant consented to the Landlord's amendments.

The L1 Application:

10. 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.
11. As of the hearing date, the Tenant was still in possession of the rental unit.
12. The lawful rent is \$2,350.00. It is due on the 1st day of each month.

13. Based on the Monthly rent, the daily rent/compensation is \$77.26. This amount is calculated as follows: \$2,350.00 x 12, divided by 365 days.
14. The Landlord submits that the Tenant has not made any payments since the application was filed.
15. The Tenant does not dispute that arrears are owed to the Landlord; however, the Tenant submitted that he has made at least 2 payments totalling approximately \$4,000.00 since the Landlord filed the application that the Landlord has not accounted for.
16. The Tenant could not recall the dates of the alleged payments. The Tenant testified that he believed one of the payments were made at the beginning of March 2025 and that a further payment was likely made in June 2025 when the Tenant sold some jewellery to make a rent payment.
17. The Tenant was provided with a 45-minute recess to log into his online banking records and provide oral testimony on the exact dates and amounts paid to the Landlord. Upon resuming the matter, the Tenant submitted that there was a problem with his bank and he could not access his e-transfer records.
18. The Tenant has not satisfied me, on the balance of probabilities, that he made payments to the Landlord since the Landlord filed the application. Even if I were to accept that there was a technical issue on the day of the hearing which prevented the Tenant from accessing his e-Transfer records, the Tenant had ample time to prepare this information prior to the hearing. I would expect that, at minimum, the Tenant would be able to provide oral testimony of exact dates and amounts paid even if the Tenant was not able to provide documentary evidence of the purported payments.
19. Therefore, I find that no further payments have been made by the Tenant towards the arrears and the rent arrears owing to December 31, 2025, are \$20,936.00.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Landlord collected a rent deposit of \$2,350.00 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.
22. Interest on the rent deposit, in the amount of \$139.87 is owing to the Tenant for the period from August 1, 2023, to December 17, 2025.

Relief from Eviction

23. The Landlord is seeking a standard order of eviction.
24. The Tenant stated that he is a seasonal construction worker and that he was injured at work. The Tenant testified that he could not get WSIB due to his seasonal employment status and that his employment insurance ran out leaving the family with only their Child Tax Care benefits of approximately \$1,500.00 per month for living expenses.

25. The Tenants have young children including a 5- and 2-year-old as well as a 6-month-old infant.
26. I have great sympathy for this family who is obviously struggling financially and trying to support 3 young children; however, the tenancy is simply not viable as the Tenant's monthly income does not support the lawful rent.
27. The Landlord is an individual not a large corporation and the Landlord is also not a social housing provider. The large amount of arrears is extremely prejudicial to the Landlord.
28. On the other hand, I must weigh that the family is at risk of homelessness and there are also young children and an infant to consider. Given these facts, I find it appropriate to delay eviction by 30 days to allow the Tenant time to seek shelter arrangements for their family or possibly time to seek assistance from a rent bank to pay the arrears and void the order prior to the termination date.
29. 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 postpone the eviction until February 8, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$23,472.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$25,822.00 if the payment is made on or before February 8, 2026. 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 February 8, 2026, 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 February 8, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,595.55. 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 \$77.26 per day for the use of the unit starting December 18, 2025 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 February 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 8, 2026, then starting February 9, 2026, 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 February 9, 2026.

January 9, 2026
Date Issued

Melissa Anjema
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 August 9, 2026 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 January 31, 2026

Rent Owing To January 31, 2026	\$23,286.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,472.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 8, 2026

Rent Owing To February 28, 2026	\$25,636.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,822.00

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

Rent Owing To Hearing Date	\$19,899.42
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,350.00
Less the amount of the interest on the last month's rent deposit	- \$139.87
Total amount owing to the Landlord	\$17,595.55
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$77.26 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	