



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

**File Number:** LTB-L-088470-25

**In the matter of:** 1247 PLATO DR  
FORT ERIE ON L2A0C7

**Between:** Dipakkumar Desai Landlord  
Hemlata Desai

**And**

Melinda Yandeau Tenants  
Dustin Leveille

Dipakkumar Desai and Hemlata Desai (the 'Landlord') applied for an order to terminate the tenancy and evict Melinda Yandeau and Dustin Leveille (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 8, 2025.

The Landlord's Support, Namrata Desai, the Landlord's Legal Representative, Kush Gupta, the Tenants and the Tenants' son, Preston Leveille, attended the hearing.

**Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 were still in possession of the rental unit.
3. The lawful rent is \$2,200.00. It is due on the 13th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenants have paid \$6,600.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 12, 2025 are \$7,800.00. The Tenants did not dispute the amount of the arrears.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,200.00 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.
9. Interest on the rent deposit, in the amount of \$195.32 is owing to the Tenants for the period from November 13, 2020 to December 8, 2025.

*Section 83 Considerations:*

10. The Tenant Melinda Yandeu (ML) testified that when they moved into the unit 5 years ago she was self-employed and making a good salary. Since then, ML has suffered with depression and anxiety, which impacted her ability to work outside the home and her business started to decline. ML is now a travel advisor and has a lot of bookings in 2026 which she will receive commission from. The Tenant Dustin Leveille (DL) recently received and increase at work and their adult son, Preston Leveille (PL), also contributes to the rent and he has a management position. I accept the testimony of the Tenants and their son regarding their total monthly income and their expenses.
11. ML also stated that they have a 16-year-old child in the home. The Tenants stated they tried to arrange a payment plan in June 2025, however the Landlord refused. The Tenants sent an arrears payment in June 2025, however it was not accepted, though they stated the Landlord's Support may have missed the payment as it was prior to the Landlord having auto deposit. The Landlord only contacted the Tenants on November 28, 2025, a few weeks before the hearing, to discuss a payment plan.
12. The Landlord is elderly and this is their only rental property. The Landlord Support testified that the Landlord has a limited source of income, and they have family obligations, travel expenses and health expenses. The Landlord Support testified that every month the Tenants did not pay the rent or the arrears, it prejudices the Landlord. They did not address the Landlord's failure to discuss a payment plan with the Tenants.
13. 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. While I accept that the Landlord has had some financial hardship, I am satisfied that the tenancy can be viable, and thus it would not be unfair to deny eviction subject to a payment plan. If the Tenants do not pay the arrears back according to the plan, the Landlord can bring an application to evict under section 78.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants owe a total of \$7,986.00 for rent arrears to December 12, 2025, inclusive of the filing fee.

3. The Tenants shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
  - a. Starting February 1, 2026 and ending December 1, 2026, the Tenants shall pay to the Landlord \$700.00 per month on or before the first day of the month;
  - b. On or before January 1, 2027, the Tenants shall pay to the Landlord the remaining balance of \$286.00.
4. Commencing January 13, 2026 and continuing until December 13, 2026, or until the arrears are paid in full, whichever date is earliest, the Tenants shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
5. If the Tenants fail to comply with any of the conditions set out in paragraphs 3 and 4 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, and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after December 12, 2025. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenants.

**January 9, 2026**  
**Date Issued**

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Allana McComb  
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.