



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ouellette Place Inc v Guzman, 2026 ONLTB 5019

Date: 2026-02-02

File Number: LTB-L-087241-25

In the matter of: 1107, 810 OUELLETTE AVE
WINDSOR ON N9A6Z1

Between: Ouellette Place Inc Landlord

And

Ellea Guzman Tenant

Ouellette Place Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Shannon Mutterback and Ellea Guzman (the 'Tenant' or 'EG') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026 and January 26, 2026.

The Landlord's agent Debbie Schmutz, the Landlord's representative Evan Will and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. The spelling of Ellea Guzman's was corrected in the interim order LTB-L-087241-25-IN issued on January 14, 2026 to be 'Ellea', not 'Ellia'.
2. The evidence before me is that Mandrell Pickins is the boyfriend of Ellea Guzman, and although he was included in the N4 notice of termination, is neither an occupant nor a Tenant, as he is not listed as a tenant in the tenancy agreement and there are no implied indicia of a tenancy with Mr. Pickins.
3. The Tenant raised the issue that Shannon Mutterback, Ellea Guzman's twin sister had moved out of the rental unit in 2023 and they were no longer in contact. She has no access to the rental unit, according to Ellea Guzman. Shannon Mutterback was the original signatory Tenant. The parties agree that although Ellea Guzman did not sign the tenancy agreement for unit 1107, she has paid a portion of the rent in the past, and usually makes maintenance requests to the Landlord. Ellea Guzman is, based on the implied tenancy indicia, a joint Tenant with Shannon Mutterback. The Landlord had no awareness that Ms.

Mutterback had vacated the rental unit, but even so, it is clear there was no agreement to sever the joint Tenancy.

4. This application was filed on October 16, 2025. Shannon Mutterback was not in possession of the rental unit either when the N4 notice of termination was given or when the application was filed. Therefore, although Shannon Mutterback is a joint Tenant and liable for the arrears, she is not a tenant in possession as required by the *Residential Tenancies Act*, 2006 the ('Act') and she is therefore removed from this order.

L1 Application Determinations

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,313.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$43.17. This amount is calculated as follows: \$1,313.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.

Arrears Owing

10. The Tenant disputes the amount of arrears owing, claiming that Ontario Works has been paying the Landlord directly and therefore she owes nothing.
11. She produced a letter from Ontario Works dated December 12, 2024, saying the amount of \$1,313.28 is being paid directly to "Ouelette Place Inc." on her behalf because the amount of rent increased.
12. The Tenant also produced statements from her 'My Benefits' portal showing she is given \$752.00 for basic needs, \$875.00 for shelter and \$250.00 and \$1313.28 is paid by 'Pay direct-rent'. This amount for 'pay direct-rent' makes no sense since there is already a shelter amount and the monthly rent is \$1,313.00 not \$1,313.28. The Tenant was unable to explain the discrepancy.
13. The matter was adjourned to permit the Tenant to contact Ontario Works, obtain any documents that would clarify the matter, and provide information as to exactly where each cheque was going. Although Ontario Works might also provide statements of the amount paid, and an explanation of the above discrepancy in shelter amounts, none of this information was sought or produced by the Tenant.
14. Based on the email thread produced by the Landlord, between Ms. Schmutz and a staff person at the City of Windsor, no clarity was provided as to the discrepancy other than the amount of \$1,313.28 exceeds any maximum entitlement Ellea Guzman is likely entitled to receive. There is no indication that the person Ms. Schmutz spoke to, had access to the

Tenant's files, and she gave no information about Ms. Guzman specifically. I give no weight to this person's speculations of fraud.

15. However, it is clear based on the Landlord's testimony and their financial records disclosed that they did not receive any cheque payments, as the Tenant insists, from the City of Windsor's Ontario Works department, or from the Tenant in any other way.
16. The Tenant did not produce any other documentation or make any other submissions regarding rent owing despite being invited to do so. Instead she stated that she did not care, and to 'do what you want', and 'she wasn't going to pay anyway'.
17. With insufficient evidence to the contrary, and no explanation as to the discrepancies in the documents the Tenant did produce, I find that the amount of arrears owing to January 31, 2026 are as the Landlord submits, \$17,069.00.

Costs and Rent Deposit

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$1,200.00 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.
20. Interest on the rent deposit, in the amount of \$162.62 is owing to the Tenant for the period from September 1, 2018 to January 26, 2026.

Relief from Eviction

21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
22. I have considered that the Tenant has lived in the rental unit since sometime in 2023. Based on the Tenant's statements and Ms. Schmutz testimony, I am satisfied the Tenant's boyfriend is an occupant who lives with the Tenant. I say this because Ms. Schmutz seems the boyfriend regularly, and the Tenant testimony was contradictory on the subject.
23. I have considered that the Tenant states she lives with her sister's children which she has custody or guardian ship of. However they are 17 and 20 years old and she could not clearly state what authority she had to these children's care. I accept they may not be at the rental unit regularly however, as Ms. Schmutz has never seen them, in her inspections of the rental unit or around the building.
24. The Tenant testified that she is 4 months pregnant and I have factored that into my determination. However, I find she has two adults and one late teen able to assist her with moving.

25. Although her income is low and she receives a housing subsidy, she is not paying that subsidy to the Landlord. The two other adults in the household may be in a position to assist with housing and moving costs.
26. The arrears are high, and the Tenant has paid no rent since January of 2025 despite receiving the housing subsidy from Ontario Works. She has taken few steps to provide information to the Board regarding payments she says she has made, and at the hearing stated that she, 'doesn't care', 'is not going to pay it anyway', and 'is moving at the end of March or possibly earlier'. I find given the high probability that no rent payments will be made in either February or March, and for the reasons above, it would be unfair to the Landlord to postpone eviction in the circumstances.

It is ordered that:

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:**
 - \$18,568.00 if the payment is made on or before February 13, 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 13, 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 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,701.80. 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 \$43.17 per day for the use of the unit starting January 27, 2026 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 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 13, 2026, then starting February 14, 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 14, 2026.

February 2, 2026
Date Issued

Julie Broderick
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 14, 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 February 13, 2026

Rent Owing To February 28, 2026	\$18,382.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,568.00

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

Rent Owing To Hearing Date	\$16,878.42
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$162.62
Total amount owing to the Landlord	\$15,701.80
Plus daily compensation owing for each day of occupation starting January 27, 2026	\$43.17 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	