



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gunay v Harvey, 2026 ONLTB 28117

Date: 2026-04-09

File Number: LTB-L-006757-26

In the matter of: 207 HARMATTAN AVE
STITTSVILLE ON K2S2R3

Between: Hulya Gunay Landlord

And

Cody Harvey Tenant

Hulya Gunay (the 'Landlord') applied for an order to terminate the tenancy and evict Cody Harvey (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 31, 2026.

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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$2,970.00. It is due on the 7th day of each month.
4. The rent arrears owing to April 6, 2026 are \$8,910.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$9,096.00.
7. The Tenant submitted that he fell ill dealing with mental health issues and has been unemployed since July 2025. Through his union job he has been

attempting to avail of long-term disability benefits. While his benefits were initially denied he is currently disputing the back pay for a period of past disability entitlement and has now been approved for long term disability benefits. He said the first payment will be made to him on April 28, 2026 at which time he said he would be in a position to pay the Landlord \$3,500.00. Additionally, that he would like to pay the Landlord another \$3,500.00 on May 28, 2026 and the rest once he is back to full time work duties sometime in early June 2026.

8. Once fully reintegrated back to full time duties his take home pay is \$4,800.00 per month. Based on a review of his expenses and lawful rent, the figures demonstrate that the Tenant has a residual amount of money left per month to allocate towards repayment of arrears. And I note that a lump-sum of past benefits is also anticipated to be paid.
9. The Tenant said he has no where to go if evicted and wished to work towards preserving his tenancy.
10. The Landlord submits that on top of rent arrears the Tenant also owes money towards unpaid utilities.
11. The Landlord seeks a standard order for rent arrears and eviction.
12. 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.
13. I believe that a slightly varied payment plan to the one as suggested by the Tenant with a section 78 clause would strike a fair balance. It would allow the Tenant a final opportunity to restore the tenancy to good standing by complying with a payment plan, while giving the Landlord the right to re-apply for eviction without further notice to the Tenant, based on the Tenant's breach or failure to pay on time or in full in accordance with the payment plan.
14. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord April 2026 rent due on April 7, 2026 of \$2,970.00 on or before April 28, 2026.
 - a) The Tenant shall pay to the Landlord \$9,096.00 for arrears of rent up to April 6, 2026 and costs in accordance with the following schedule:

Date Payment Due	Amount of Payment
May 28, 2026	\$2,500.00

June 30, 2026	\$2,500.00
July 31, 2026	\$2,096.00
August 31, 2026	\$2,000.00

2. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 2026 to August 2026, or until the arrears are paid in full, whichever date is earliest.
3. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 6, 2026.

April 9, 2026
Date Issued

Alicia Johnson
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.