



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-036823-26-**AM**

In the matter of: 46 HIGHLAND CRESCENT WEST
CAPREOL ON P0M 1H0

Between: Nathalie Phaneuf Landlord

and

Patrick Desormeaux
Nathalie Morin Tenants

This order is amended to correct a clerical error. The amendments are in bold and underlined.

Nathalie Phaneuf (the 'Landlord') applied for an order to terminate the tenancy and evict Patrick Desormeaux and Nathalie Morin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 26, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

Tenants' issues

1. The Tenants indicated that the Landlord entered their unit without their consent they wanted to raise allegations related to substantial interference during this hearing. However, they acknowledged that they had not properly raised their issues as required by s. 82(2) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord was not prepared to respond to the Tenants' issues because the Tenants did not make the Landlord aware of their intention to raise s.82 issues in advance of this hearing.
2. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlords and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing. Further, Rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could

not comply. In this case, I find that the Tenants had advance notice of this hearing to properly raise s.82 issues, but they did not.

3. For the reasons set out above, I did not hear any evidence or submission regarding the Tenants' s.82 issues. However, I informed the Tenants to seek legal advice and that they can file their own application.

L1 Application

4. 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.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
8. It is undisputed that the Tenants had paid \$600.00 to the Landlord since the application was filed. The rent arrears owing to May 31, 2026, are \$9,900.00.
9. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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.
11. The Landlord requested an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order.
12. The Tenants testified that they have been preoccupied with an issue involving their child. In addition, there is a lack of communication with the Landlord. They also referred to the incident in which the Landlord entered their unit without consent.
13. The Tenants also requested a payment plan and to preserve their tenancy. They testified that they have 3 children and would like to remain in the rental unit. The Tenants testified regarding their income and expenses; they indicated that they are able to pay **\$800.00** a month towards the arrears in addition to their rent.
14. Although the Tenants did not file any documentary evidence regarding their monthly income and expenses, I found their testimony to be credible. I am satisfied that the Tenants are able to make payments towards the arrears while continuing to pay the ongoing rent given her income and expenses.

15. I have also considered the Landlord's submission regarding her confidence in the Tenants to honour the payment plan. In the event of a default, the Landlord can enforce this order. I find the payment plan provides the Landlord with a clear schedule for repayment. Therefore, based on the evidence before me I find it is reasonable to provide the Tenants with an opportunity to preserve their tenancy and pay the arrears in installments.

It is ordered that:

1. The Tenants shall pay to the Landlord \$10,101.00 for arrears of rent up to May 31, 2026, which includes the \$201.00 filing fee, in accordance with the following schedule:

<u>DATE OF PAYMENT</u>	<u>AMOUNT</u>
<u>July 15, 2026</u>	<u>\$800.00</u>
<u>August 15, 2026</u>	<u>\$800.00</u>
<u>September 15, 2026</u>	<u>\$800.00</u>
<u>October 15, 2026</u>	<u>\$800.00</u>
<u>November 15, 2026</u>	<u>\$800.00</u>
<u>December 15, 2026</u>	<u>\$800.00</u>
<u>January 15, 2027</u>	<u>\$800.00</u>
<u>February 15, 2027</u>	<u>\$800.00</u>
<u>March 15, 2027</u>	<u>\$800.00</u>
<u>April 15, 2027</u>	<u>\$800.00</u>
<u>May 15, 2027</u>	<u>\$800.00</u>
<u>June 15, 2027</u>	<u>\$800.00</u>
<u>July 15, 2027</u>	<u>\$501.00</u>

2. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2026 to **July 31, 2027** or until the arrears are paid in full, whichever date is earliest.
3. **If not already paid, the Tenants shall also pay to the Landlord the new rent for the month of June 2026 by June 25, 2026.**

4. If the Tenants 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board within 30 days of the Tenants' 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 May 31, 2026.

June 17, 2026
Date Amended

June 3, 2026
Date Issued

Adeela Alvez
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.