



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

File Number: LTB-L-028399-26

In the matter of: 13 Stratus St
Kitchener ON N2R0K6

Between: Dilip Sutaria Landlord

And

Salem Sanchez Tenants
Yenny Guenter

Dilip Sutaria (the 'Landlord') applied for an order to terminate the tenancy and evict Salem Sanchez and Yenny Guenter (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 8, 2026.

The Landlord, the Landlord's Legal Representative, Kelly Hawkes, and the Tenant Salem Sanchez ('S.S') attended the hearing.

S.S was authorized to act on behalf of the Tenant Yenny Guenter (Y.G') and spoke with *Tenant Duty Counsel* prior to the hearing.

Determinations:

Arrears of Rent

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 parties agreed that the lawful rent is \$1,857.00. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$61.05. This amount is calculated as follows: \$1,857.00 x 12, divided by 365 days.
5. The parties agreed that the Tenants have paid \$3,043.00 to the Landlord since the application was filed.

6. The parties agreed that the rent arrears owing to June 30, 2026, are therefore \$4,385.00.
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 \$1,600.00 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 \$290.98 is owing to the Tenants for the period from May 25, 2016, to June 8, 2026.

Relief from Eviction

10. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. They submit that the Tenants no longer have the financial means to continue the tenancy.
11. The Landlord stated that they rely on the rent payments from the Tenants in order to pay for the expenses related to the rental unit and the residential complex, including the mortgage. The lack of payment from the Tenants is therefore causing a financial strain on the Landlord.
12. The Landlord stated that they attempted to negotiate with the Tenants an agreement including terms of payment for the Tenants' arrears, which would have taken into consideration assistance from the *Region of Waterloo*, but the parties were unable to come to terms.
13. The Landlord indicated that these are not the first proceedings involving the Tenants with respect to their failure to pay the lawful monthly rent in full and on time, as the Landlord had filed two (2) prior applications as well, as it appears from a copy of the order HOL-08362-20, dated June 25, 2021, and a copy of the order LTB-L-055428-22, issued on July 13, 2023.
14. S.S testified that they moved into the rental unit during the month of June 2016, and that they currently occupy the rental unit with their spouse and three (3) minor children. Their children attend school in close proximity to the rental unit. The academic term is scheduled to end by June 30, 2026.
15. S.S stated that lost their source of employment during the month of September 2025 and therefore had to rely on Canada child benefit and Employment Insurance benefits between the beginning of the month of October 2025, and the beginning of the month of May 2026. Since May 21, 2026, the Tenants are receiving financial assistance from *Ontario Works*.
16. S.S indicated that they experienced issues with their vehicle during between the months of December 2025 and January 2026, and that the required repairs exacerbated their financial situation.
17. S.S estimates their current monthly household income to be \$3,500.00. They estimate their monthly expenses to be around \$4,303.00 and have additional debts of over \$20,000.00.
18. S.S stated that the Tenants are looking into the possibility of increasing their financial means through application for loans and other resources. At the time of the hearing, they were

unsure as to whether or not they were eligible to receive any such assistance, or when any such amount would be received as they had not yet completed the application process.

19. The Tenants seek to continue the tenancy. S.S proposed to enter into a repayment plan through which the Tenants would pay the ongoing rent in full and on time on the first (1st) of each month, along with the amount of \$380.91 towards the arrears of rent.
20. S.S suggested that they would be able to abide by the terms of this repayment plan, as they are expecting to receive financial assistance from family members (specifically their father and their brother) who would cover the costs associated to the Tenants' vehicle (i.e \$410.00 per month) between the months of June 2026 and August 2026.
21. S.S further stated that additional expenses would be reduced or postponed if required.
22. S.S indicated that the Tenants have not started looking for alternate housing accommodations. They estimate needing sixty (60) days to move out of the rental unit.
23. Under cross-examination, S.S stated that their monthly household income was in the amount of \$3,400.00 between October 2025 and May 2026.
24. Under cross-examination, S.S indicated that the Tenants did not submit any rent payments between the months of March 2026 and May 2026, as the Tenants elected to prioritize other payments.

Analysis

25. 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 Tenants, along with the length of the tenancy, and the Tenants' payment history throughout the course of their tenancy, and more specifically since the filing of the application, and find that it would not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act.
26. Although the Tenants proposed to enter into an extended repayment plan to pay the arrears of rent and continue the tenancy, the Tenants did not provide any documents, such as bank statements or pay stubs, to substantiate their income and financial means.
27. As the Tenants limited these particular submissions to general statements that were not corroborated by any supporting evidence or details and considering that the arrears of rent have more than doubled since the filing of the application, I am not satisfied that the Tenants have the financial means to enter into a repayment plan for their arrears of rent, especially when taking into consideration the Tenants' other financial obligations and commitments.
28. Indeed, even if the Tenants family members assisted them by completing the monthly payments associated to their vehicle for a short period of time, the Tenants' expenses would continue to outweigh their income.
29. The Tenants' described income has nominally changed since October 2025, yet the Tenants has continued to accumulate arrears and other debts and their own testimony revealed that They have previously prioritized other expenses over their rent.

30. Since it appears that Tenants do not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find that the Tenants' inability to pay the arrears of rent and the ongoing rent would result in additional significant prejudice to the Landlord; and given that the arrears of rent have more than doubled since the filing of the application, I do not find it appropriate to postpone the eviction beyond July 31, 2026.
31. Indeed, the Landlord should no longer have to bear the burden of the Tenants' failure to pay the monthly rent. I have therefore terminated the tenancy in accordance with the terms set out below.
32. The delayed eviction date will provide the Tenants additional time to continue their applications to see if they can obtain financial aid, in addition to seeking alternate sources financial assistance in order to pay the arrears and continue the tenancy. In the alternative, the Tenants will have additional time to search for new housing accommodations, all while limiting the impact on their children's current academic terms.
33. While the Landlord requested a more expedited termination of the tenancy, I find that the prejudice to the Landlord is minimized as the Landlord holds a last month's rent on deposit and the extension is not prolonged.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$4,571.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$6,428.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,311.42. 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 Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$61.05 per day for the use of the unit starting June 9, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before July 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.

June 26, 2026
Date Issued

Alexandre Traboulsi
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 February 1, 2027, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$7,428.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,043.00
Total the Tenants must pay to continue the tenancy	\$4,571.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$9,285.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,043.00
Total the Tenants must pay to continue the tenancy	\$6,428.00

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

Rent Owing To Hearing Date	\$6,059.40
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,043.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$290.98
Total amount owing to the Landlord	\$1,311.42
Plus daily compensation owing for each day of occupation starting June 9, 2026	\$61.05 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	