



**JAN 17 2024**

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

**Citation:** Wesson v Paul, 2024 ONLTB 3081

**Date:** 2024-01-17

**File Number:** LTB-L-013646-23

**In the matter of:** 2, 404 Montreal Street  
Kingston ON K7K3H5

**Between:** Daniel Wesson Landlord  
Stephanie Djaja-Wesson

**And**

Kerri-Lynn Paul Former Tenant  
Jordan Paul

This application was heard by videoconference on November 30, 2023.

Only the Landlords, attended the hearing.

**Determinations:**

1. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on October 29, 2023. The Landlord testified he had kept in touch with the Tenant and maintained an amicable relationship and knew where the Former Tenant resided. The Landlord testified he handed the Former Tenant the documents in person.
4. The Former Tenant vacated the rental unit on November 9, 2022.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. There is no last month's rent deposit.

Landlord's Claim for Arrears

9. The Landlord submitted photo evidence to the Board in the form of text messages sent between the Landlord and the Former Tenant. In the text messages the Landlord informs the Former Tenant on multiple occasions that the rent is overdue. The Former Tenant responds by acknowledging the arrears and makes promises to provide the Landlord with some payments, but the Former Tenant does not follow through.
10. With the evidence before me and on a balance of probabilities, and in the absence of any testimony from the Former Tenant, I am satisfied with the Landlord's testimony and the text messages submitted as evidence to support the Landlord's claim.
11. The Landlord requested an extended order date of May 31, 2024 to allow the Former Tenant time to pay the arrears.
12. In my view, this is a reasonable request and therefore the Landlord's request for an extended date is granted.
13. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
14. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**It is ordered that:**

1. The former Tenant shall pay to the Landlord \$18,630.00 which represents rent and compensation owing up to November 9, 2022.
2. The Former Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$18,831.00.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 28, 2024, the Former Tenant will start to owe interest. This will be simple interest calculated from May 31, 2024 at 7.00% annually on the balance outstanding.

**January 17, 2024**  
**Date Issued**



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Greg Brocanier  
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.