



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

Citation: Seerat Gill v Melanie Gordon, 2023 ONLTB 44471

Date: 2023-06-19

File Number: LTB-L-006252-23

In the matter of: 6329 PERTH STREET
RICHMOND ON K0A2Z0

Between: Seerat Gill
Vincent Valcic

And

Melanie Gordon
Jason Gordon

I hereby certify this is a
true copy of an Order dated
JUN 19, 2023
Landlord and Tenant Board

Landlords

Tenants

Seerat Gill and Vincent Valcic (the 'Landlords') applied for an order to terminate the tenancy and evict Melanie Gordon and Jason Gordon (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 6, 2023.

The Landlords and the Tenant Jason Gordon attended the hearing. The Landlord's Legal Representative A. Alzamelis was also present

Determinations:

Preliminary Issue: Is Jason Gordon a Tenant?

1. Mr. Gordon submitted that he is not a Tenant at the rental unit since he does not live there.
2. The tenancy started on September 1, 2022 and Mr. Gordon lived in the unit until September 6, 2022 when the second Tenant, Mr. Gordon's spouse, locked him out. He testified that Ms. Gordon was the one who signed the tenancy agreement and even though his name and signature is on the lease, he did not sign it. He has another rental unit he lives in currently and pays rent for.
3. The Landlord Vincent Valcic testified that Jason and Melanie Gordon came together to see the house, he saw Jason's ID and his pay stubs and agreed to rent the rental unit to them together. His signature is on the lease agreement. They sent the lease agreement to Melanie Gordon as she was going to be the main point of contact for the Tenants, and she returned the signed paperwork to them.
4. The other Landlord Seerat Gill testified that she contacted both Tenants when they fell behind on rent and Jason Gordon was presented an option to sign the N9 form or the N11 form and end the tenancy, but he chose not to sign it. Jason Gordon testified that he did

not want to sign the forms as he was concerned his wife and child will be evicted on a short notice, if he signs either form. The Landlords presented him an option to remove his name from the tenancy, but he chose not to.

5. I find that Mr. Gordon was a Tenant at the start of the tenancy. He came to see the rental unit; he presented his ID and paystubs to get the rental unit. His clear intention at the start of the tenancy were to reside at the rental unit with his family. I do realize that he has denied signing the lease agreement but did not provide any proof of the same at the hearing except his viva voce testimony which is contrary to the other evidence on the record which suggests he intended to be a Tenant and live in the rental unit.
6. Mr. Gordon testified that he vacated the rental unit on September 6, 2022 when his spouse locked him out and the police was called to retrieve his belongings and since then he has not resided at the rental unit.
7. The N4 notice was served by the Landlord on December 21, 2022. The application for the non-payment of rent was filed on January 19, 2023. Both the N4 notice and the application name both Melanie Gordon and Jason Gordon as Tenants.
8. I am satisfied Mr. Gordon ceased to be in possession of the rental unit on September 6, 2022 when his spouse locked him out and the police was called to retrieve his belonging. I should note that disputes between Tenants, including situations where one Tenant has denied entry to another Tenant, do not fall within the jurisdiction of the *Residential Tenancies Act, 2006* ("Act") or the Board.
9. However, while Mr. Gordon may have ceased to be a Tenant in possession of the rental unit as of September 6, 2022, that did not cause him to cease being a Tenant or end his joint liability for making rent payments, together with Ms. Gordon. There was no evidence of an agreement between all the parties to remove Mr. Gordon as a Tenant from the lease or any other evidence suggesting his interest in the joint tenancy had been severed.
10. Prior to September 1, 2021, the Board did not have the authority to order a Tenant to pay rent arrears after they ceased to be in possession of the rental unit. However, the Act was amended on that date to give the Board the authority under s.87(1)(b) to order a former Tenant to pay rent arrears if they vacate the rental unit on or after September 1, 2021 and the Landlord applies within one year of Tenant vacating the rental unit. In this case, the Tenant vacated after September 1, 2021 and the Landlord filed this application naming him as a Tenant less than one year after he vacated. Therefore, the Board has authority to order Mr. Gordon to pay the rent arrears owing to the Landlord, together with the other joint Tenant.
11. Normally a Landlord must file an L10 Application at the Board in order to make a claim against a former Tenants. However, I do not find that is necessary in this case as Mr. Gordon was served with the N4 Notice and this L1 Application and received adequate notice of the hearing.

Rent Arrears

12. The Landlords 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.

13. As of the hearing date, the Tenants were still in possession of the rental unit.
14. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
16. The Tenants have not made any payments since the application was filed.
17. The rent arrears owing to June 30, 2023 are \$16,800.00.
18. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlords collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$50.63 is owing to the Tenants for the period from August 3, 2022 to June 6, 2023.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act since the Tenants has not made a single payment since the application was filed and the rental arrears are significant.


It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$16,986.00 if the payment is made on or before June 30, 2023. 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 June 30, 2023 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 June 30, 2023.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$12,608.77. 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 Landlords 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 Landlords compensation of \$78.90 per day for the use of the unit starting June 7, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before June 30, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2023, then starting July 1, 2023, the Landlords 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 Landlords on or after July 1, 2023.

June 19, 2023
Date Issued



Sheena Brar
Member, Landlords and Tenants 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 January 1, 2024 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, 2023

Rent Owing To June 30, 2023	\$16,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$16,986.00

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

Rent Owing To Hearing Date	\$14,873.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$50.63
Less the amount the Landlords owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlords	\$12,608.77
Plus daily compensation owing for each day of occupation starting June 7, 2023	\$78.90 (per day)