



**SEP 12, 2023**

Landlord and Tenant Board

**Order under Subsection 87(1)  
Residential Tenancies Act, 2006**

**Citation:** Verdun v Dulmage, 2023 ONLTB 61776

**Date:** 2023-09-12

**File Number:** LTB-L-030804-23

**In the matter of:** 1, 2383 LAKESHORE RD  
BURLINGTON ON L7R1B7

**Between:** Mark Verdun Landlord

**And**

Kyle Charles Robinson Dulmage Tenants  
Nicola Togo

Mark Verdun (the 'Landlord') applied for an order requiring Kyle Charles Robinson Dulmage and Nicola Togo (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on August 15, 2023.

The Landlord and the Tenants attended the hearing.

**Preliminary Issues:**

*Adjournment Request*

1. At the start of the hearing, the Tenants requested an adjournment as the Tenants had to find new legal representation and to allow the Tenants to properly serve evidence and section 82 issues on the Landlord.
2. The Landlord did not agree to adjournment as the Boards Rules of Procedure should apply to all parties and the parties should be prepared to file the disclosure properly and be prepared to speak to all relevant issues.
3. The adjournment request was denied as the Tenants were served with the Notice of hearing on June 19, 2023 had sufficient time to obtain legal representation and properly serve the Landlord as prescribed by the Boards Rules of Procedure.
4. In addition, the Tenants does have the ability to serve their own application regarding Tenants' rights and maintenance.

*Defective N4 Notice and Amendment,*

5. At the hearing the Landlord's N4 Notice of Termination was found to be defective as the rental periods were not from the start of the rental period to the end of the rental period,



rather the period was from February 1, 2023 to May 1, 2023. The Board cannot issue an order for an eviction based on a defective notice of termination.

6. The Landlord requested that the application be amended from an application seeking eviction and arrears to an application for arrears only. I was satisfied that there was no prejudice to the Tenants as the N4 made it clear the Landlord was seeking arrears in addition to an eviction: see *Nejad v. Preddie*, 2016 ONSC 4358 (Div. Ct.).

**Determinations:**

7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The Tenants did not pay the total rent they were required to pay for the period from February 1, 2023 to August 31, 2023.
9. The lawful rent is \$1,750.00. It is due on the 1st day of each month.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears owing to August 31, 2023 are \$11,845.00. The Tenants did not dispute the amount of arrears owing to the Landlord.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$12,031.00. This amount includes rent arrears owing up to August 31, 2023 and the cost of the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before September 23, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 24, 2023 at 6.00% annually on the balance outstanding.

**September 12, 2023**  
**Date Issued**

  
\_\_\_\_\_  
Camille Clyne  
Member, Landlord 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.