



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

Citation: Siu v Bioh, 2023 ONLTB 72561

Date: 2023-11-07

File Number: LTB-L-045634-23

In the matter of: 15 Mortlock Street
Ajax ON L1Z0T1

Between: Lily Siu

And

Kwabena Bioh
Anitha Amankwah Duah

I hereby certify this is a
true copy of an Order dated
NOV 07, 2023

Landlord and Tenant Board

Landlord

Tenants

Lily Siu (the 'Landlord') applied for an order to terminate the tenancy and evict Kwabena Bioh and Anitha Amankwah Duah (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on October 24, 2023.

Only the Landlord and the Landlord's Fiancée, Andy Cheung, attended the hearing.

As of 3:37 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

The N4 is invalid

1. The rent is due on the 12th day of each month. That means that a rental period begins on the 12th day of a month and ends on the 11th day of the following month. However, the rental period in the N4 is described as beginning on May 12, 2023 and ending on June 12, 2023 [emphasis added].
2. Section 43(2) of the Act requires a notice of termination to set out the reasons and details respecting the termination. In other words, the fundamental details in a notice of termination, which form the basis for the termination must be correct. I find that the rental period for which the Landlord claims rent arrears is a fundamental detail in the N4. Since this information in the N4 is incorrect, I find that the N4 does not comply with section 43(2) of the Act and it is, therefore, invalid.

3. At the hearing, I delivered this decision orally. I explained that because the N4 is invalid, I cannot order termination of the tenancy. The Landlord indicated that they still wanted to proceed with an order for arrears owing only and the hearing proceeded on that basis.

Amount owing

4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$2,200.00. It is due on the 12th day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
7. The Tenants have paid \$14,300.00 to the Landlord since the application was filed.
8. The rent arrears owing to November 11, 2023 are \$2,200.00.
9. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenants which was returned NSF.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The total amount the Tenants owes the Landlord is \$2,406.00.

It is ordered that:

1. The Tenants shall pay the Landlord \$2,406.00, which includes arrears of rent up to November 11, 2023, NSF fees of \$20.00 and the application filing fee of \$186.00.
2. If the Tenants do not pay the Landlord the full amount owing on or before November 18, 2023, the Tenants will start to owe interest. This will be simple interest calculated from November 19, 2023 at 7.0% annually on the balance outstanding.

November 7, 2023

Date Issued

T Hunt

Teresa Hunt

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.