



## Order under Section 16.1 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Hart v Le, 2024 ONLTB 10585

Date: 2024-02-12

File Number: LTB-L-052382-23-IN2

LTB-T-083022-23-IN2

**In the matter of:** MAIN & LOWER, 79 MELBOURNE ST  
HAMILTON ON L8P2A5

**Between:** Timothy Hart

**And**

Gaio Quynh Le

I hereby certify this is a true copy of an Order dated

**Feb 12, 2024**

Landlord and Tenant Board

Landlord

Tenant

### INTERIM ORDER

Timothy Hart (the 'Landlord') applied for an order to terminate the tenancy and evict Gaio Quynh Le (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 application); and
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person (L2 application).

The Tenant applied for an order determining that the Landlord:

- substantially interfered with their reasonable enjoyment of the rental unit and residential complex, and harassed them;
- withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlord is obligated to supply under the tenancy agreement (T2 application); and
- failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 application).

These applications were heard together by videoconference on January 31, 2024.

The Landlord's Legal Representative, J. Nieuwhof, the Landlord, the Tenant's Legal Representative, E. Alexander, and the Tenant attended the hearing.

### Determinations:

1. At the hearing, the Tenant's Legal Representative requested an adjournment as the Tenant was severely injured in a fire that destroyed the rental unit on November 23, 2023 and is still recovering. The Tenant was not able to speak clearly.
2. The Landlord's Legal Representative opposed the adjournment request as the Landlord seeks resolution of this matter given that the Tenant did not comply with interim order LTB-L-052382-23-IN/LTB-T-083022-23-IN dated November 9, 2023, the rent arrears are substantial and this is their second appearance before the Board.
3. There was no dispute that the Tenant did not pay the new rent owing for November 2023 on or before November 15, 2023. There was also no dispute that the Tenant has not occupied the rental unit as of November 23, 2023 due to the fire at the unit. Given this, I was satisfied that the Tenant does not owe the full rent for November 2023 and therefore, the Tenant's non-compliance with the Interim Order is not a sufficient reason to deny the adjournment request.
4. During submissions for the adjournment request, the parties agreed to terminate the tenancy as of November 23, 2023. The Tenant's Legal Representative submitted that since the tenancy is now terminated, there would be minimal prejudice if the matter was adjourned.
5. After considering the parties' submissions and given that the parties agreed that the tenancy terminated as of November 23, 2023, the request for an adjournment was granted. The Tenant is currently not able to speak clearly which affects his ability to properly participate in this proceeding.
6. Also, given that the tenancy is terminated, the urgent nature of the Landlord's application has been addressed.
7. Therefore, the matter is adjourned to the next available date, subject to the conditions set out in the order below

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of November 23, 2023.
2. The hearing is adjourned to a date to be scheduled by the LTB.
3. The LTB will send the parties a Notice of Hearing for the next hearing date.
4. If the parties wish to amend their original applications, the amended applications must clearly identify any amended portions of the application and must be provided to the other party and filed at the LTB at least **30 days before** the next hearing date.

5. As soon as possible and no later than **30 days before** the next hearing date the parties are directed to give each other and the LTB any evidence that they intend to rely upon at the next hearing of these applications. This includes any documents, receipts, photographs, recordings or like things
6. The parties agreed to accept service via email to their Legal Representatives. The Landlord's Legal Representative's email address is [ed@benchmarklegal.ca](mailto:ed@benchmarklegal.ca). The Tenant's Legal Representative's email address is [paralegalhamilton@gmail.com](mailto:paralegalhamilton@gmail.com).
7. The parties should upload their evidence to the Tribunals Ontario Portal at [www.tribunalsontario.ca/en/tribunals-ontario-portal/](http://www.tribunalsontario.ca/en/tribunals-ontario-portal/). To add your evidence into the portal, log into Tribunals Ontario Portal, choose the file number and select 'Documents, Evidence, and Requests', and pick 'Submission' in the dropdown menu. If you cannot use the portal, you can send your evidence to the LTB **BY E-MAIL**. The LTB's e-mail address is [ltb.evidence@ontario.ca](mailto:ltb.evidence@ontario.ca).
8. Pursuant to Rule 19.7 a party who fails to comply with an order for disclosure may not be permitted to rely on evidence that is not properly disclosed.

**February 12, 2024**  
**Date Issued**

  
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Lisa Del Vecchio  
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.