



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

Citation: Skyline Living v Griffin, 2024 ONLTB 13977

Date: 2024-02-21

File Number: LTB-L-050905-23

In the matter of: 27, 568 ONTARIO ST
ST CATHARINES ON L2N4N7

Between: Skyline Living Landlord

And

Dashawn Griffin Tenant

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Dashawn Griffin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 8, 2024.

The Landlord's agent, Michelle Twiss, and the Tenant attended the hearing. The Tenant declined to speak with Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on July 31, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$1,615.94. It was due on the 1st day of each month.
5. The Tenant has paid \$32.31 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2023 are \$6,610.43.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord seeks an order for the arrears and costs owed.

Tenant's Evidence

9. The Tenant disputes the lawful monthly rent and submits that, at the beginning of his tenancy, his rent was \$1,545.00 with a prompt payment discount.
10. The Tenant submits the rent increased to \$1,575.00 with the prompt payment discount about six months ago before he vacated the rental unit.
11. The Tenant also submits that he always told the Landlord when the rent would be late.

Landlord's Response

12. The Landlord submits the discount was applicable where the Tenant paid the rent on time; however, the Tenant stopped doing so and loss this discount after January 2023.
13. The Landlord testified that the notice of rent increase was served to the Tenant in October 2022 for an increase that was to take effect February 2023. The Tenant only made partial payments and this is how he accrued rent arrears.

ANALYSIS

14. Subsection 111(2) states:

111 (2) The lawful rent is not affected by a discount in rent at the beginning of, or during, a tenancy of up to 2 per cent of the rent that could otherwise be lawfully charged for a rental period if the discount is provided for paying rent on or before the date it is due and the discount meets the prescribed conditions.

15. The only condition set out in the regulations with respect to a discount of this nature is that it be in writing – which is found in the lease provided by the Landlord and states the following:

7. Rent Discounts

Select one:

There is no rent discount.

or

The lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

2% Prompt Payment

Provided the rent is received in full at the Landlord's office on or before the date rent is due, the Tenant shall receive a 2% discount of the Lawful Monthly Rent. The prompt payment discount may, in the sole discretion of the Landlord, be discontinued at any time after the initial term. The discounted monthly rent is \$ 0.00

Other (see details below)

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16. Thus, based on the evidence before the Board, I find the lawful monthly rent is \$1,615.94. I say this based on the Tenant's own evidence that they received a discount for paying the rent on time, and their own admission that they did not pay the rent on time.
17. As such, I find the arrears and costs owing to July 31, 2023 total \$6,796.43.
18. The Landlord collected a rent deposit of \$1,615.94 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
19. Interest on the rent deposit, in the amount of \$20.03 is owing to the Tenant for the period from February 1, 2023 to July 31, 2023.
20. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 31, 2023, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$5,160.46. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 3, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2024 at 7.00% annually on the balance outstanding.

February 21, 2024
Date Issued

Sonia Anwar-Ali
Member, Landlord and Tenant Board

15 Grosvenor St, 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.

**Schedule 1
 SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$6,642.74
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$32.31
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,615.94
Less the amount of the interest on the last month's rent deposit	- \$20.03
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$5,160.46

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