



**Order under Section 21.2 of the
Statutory Powers Procedure Act
And the Residential Tenancies Act, 2006**

Citation: 2491364 ONTARIO INC v Castillo, 2023 ONLTB 78597

Date: 2023-12-05 **File Number:**
LTB-L-059784-22-RV

In the matter of: B7, 1442 LAWRENCE AVE W TORONTO
ON M6L1B5

Between: 2491364 ONTARIO INC Landlord

And

Jacob Castillo Tenant

Review Order

2491364 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict Jacob Castillo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-059784-22 issued on August 1, 2023.

On August 16, 2023, the Tenant requested a review of the order. On August 18, 2023 interim order LTB-L-059784-22 -RV-IN was issued, ordering that a hearing of the Landlord's request to review be scheduled.

This review request was heard by videoconference on September 28, 2023 at 10:15am.

Only the Landlord's representatives G. Paine and M. Block attended the hearing.

Determinations:

1. The Landlord requested a review of order LTB-L-059784-22 issued August 1, 2023 alleging, a serious error occurred (the "Order"), as the Landlord's application was dismissed on the basis the amount claimed in the application was considerably different and the member was confused as to the Landlord's calculations on the ledger/update form.
2. Here, the Landlord's application was filed in October 2022, which was approximately 4 months prior to the AGI order being issued. Consequently, the L1 Application did not

incorporate the above guideline rent increases for May 15, 2018 though to May 14, 2020, granted as part of the AGI order. By dismissing the Landlord's application as a result of the application figures being different than the amount being claimed at the hearing, I find the member seriously erred in law by failing to consider the terms of the AGI order which allowed the Landlord to increase the rent charged by the ordered increase within the time period specified therein. The Landlord's review request is thus granted and the original application was heard on its merits.

L1/N4 Application

3. 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.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant vacated the rental unit on November 1, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
6. The lawful rent is \$929.50. It was due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to November 1, 2022 are \$2,002.20. The rent arrears calculation takes into account the March 1, 2019 rent increase of 4.8%, which encompasses the annual guideline of 1.8% in effect during the 2019 calendar year, as well as the 3% ordered rent increase above the guideline amount, which was approved by AGI order issued on February 22, 2023 for file # LTB-L-077056-22 (TNL-02287-18). I am satisfied the Landlord has provided the Tenant with proper notice of rent increase within the time period specified therein.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$929.50 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.
11. Interest on the rent deposit, in the amount of \$7.52 is owing to the Tenant for the period from March 1, 2022 to November 1, 2022.

It is ordered that:

1. The request to review order LTB-L-059784-22 issued August 1, 2023 is granted. The order is cancelled and replaced with this order.

2. The tenancy between the Landlord and the Tenant is terminated as of November 1, 2022, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$1,065.18. 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.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 16, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 17, 2023 at 7.00% annually on the balance outstanding.

**December 5, 2023 Date
Issued**

Peter Nicholson
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

Non-AGI - Rent Owing To Move Out Date	\$701.97
Additional AGI - Rent Owing To Move Out Date	\$1300.23
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$929.50
Less the amount of the interest on the last month's rent deposit	- \$7.52
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	\$1,065.18