

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

Citation: Good Shepherd Home v Vega, 2023 ONLTB 74511

Date: 2023-11-15 **File Number:**
LTB-L-074475-22-RV

In the matter of: 13, 16 Good Shepherd Crt
Toronto ON M6B4E6

Between: Good Shepherd Home Landlord

And

Silvia Vega Tenant

Review Order

Good Shepherd Home (the 'Landlord') applied for an order to terminate the tenancy and evict Silvia Vega (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-074475-22 issued on August 9, 2023 as a result of a hearing that took place on May 24, 2023 where the Landlord was not present.

On August 22, 2023, the Landlord requested a review of the order.

On August 23, 2023 interim order LTB-L-074475-22-RV-IN was issued, staying the order issued on August 9, 2023.

This application was heard in by videoconference on October 11, 2023.

Only the Landlord's agent, Sandra Ferguson, attended the hearing.

Determinations:

1. On the basis of the submissions made in the request, I am satisfied that the Landlord was not reasonably able to participate in the proceeding. As such, the request to review is granted and a standard order shall issue.

REQUEST FOR REVIEW

2. The Landlord's request to review alleges that they were not reasonably able to participate at the hearing on May 23, 2023 because, while they were present at the hearing, they were having audio issues and it was only when the Tenant disconnected from the hearing room that they realized their matter had already taken place.

3. At the hearing, the Landlord's agent testified that she signed into the hearing room at 8:55am and waited for her turn. She was unable to mute and could not hear anything. She became concerned when the Tenant left the hearing room.
4. The Landlord seeks that their review request be granted so that they can move forward with their L1 application since the arrears are significant.
5. In *King-Winton v. Doverhold Investments Ltd., 2008 CanLII 60708 (ON SCDC)*, the Courts found, at paragraph 7,

Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less. The tenant has never delayed in pursuing her remedies.

6. Based on the submissions before the Board, I am satisfied that the Landlord was not reasonably able to participate at the hearing on May 23, 2023, as they were experiencing technical issues. I find that the Landlord filed an application with the Board to obtain a remedy for the issue of non-payment of rent, and I find it unlikely that the Landlord would knowingly or intentionally abandon an application for rent arrears, while being present on the original hearing day, when there are significant arrears outstanding.
7. As such, the Landlord's request to review was granted and I proceeded to hear the L1 application uncontested.

L1 APPLICATION

8. The Tenant has not paid the total rent the Tenant was required to pay for the period from September 1, 2021 to November 30, 2022. Because of the arrears, the Landlord served a Notice of Termination effective November 23, 2022.
9. As of the hearing date, the Tenant remains in possession of the rental unit.
10. The lawful monthly rent is \$1,040.00 and is due on the first day of each month.
11. The Tenant has made no payments since the application was filed.
12. The Landlord is not holding a last month rent deposit.
13. The arrears and costs owing to October 31, 2023 total \$27,226.00.
14. The Landlord seeks a standard, voidable, eleven-day order.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-074475-22 issued on August 9, 2023 is granted and replaced with the following order.
2. The interim order issued on August 23, 2023 is cancelled.
3. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before November 26, 2023.
4. The Tenant shall pay to the Landlord \$26,376.09*, which represents the amount of rent owing and compensation up to the hearing date. Refer to the attached Summary of Calculations for details.
5. The Tenant shall also pay to the Landlord \$34.19 per day for compensation for the use of the unit starting October 12, 2023 to the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing* on or before November 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 27, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 26, 2023, then starting November 27, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord, on or after November 27, 2023.
10. **If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:**
 - i) **\$27,226.00 if the payment is made on or before October 31, 2023, or ii) \$28,266.00 if the payment is made on or before November 26, 2023**.** If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. The Tenant may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after November 27, 2023 but before the Sheriff gives vacant possession to the Landlord. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

November 15, 2023

Date Issued

Sonia Anwar-Ali

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on May 27, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1 SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 31, 2023

Rent Owing To October 31, 2023	\$ 27,040.00
Application Filing Fee	\$ 186.00
Total the Tenant must pay to continue the tenancy	\$ 27,226.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made after October 31, 2023 but on or before November 26, 2023

Rent Owing To [Eviction Date]	\$ 28,080.00
Application Filing Fee	\$ 186.00
Total the Tenant must pay to continue the tenancy	\$ 28,266.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$ 26,376.09
Application Filing Fee	\$ 186.00
Total amount owing to the Landlord	\$ 26,562.09
Plus daily compensation owing for each day of occupation starting October 12, 2023	\$ 34.19 (per day)

