



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1950407 Ontario Inc. v Young, 2023 ONLTB 72023

Date: 2023-10-26

File Number: LTB-L-054352-22

In the matter of: 1, 1215 Douglas Street North
Bay ON P1B2T8

Between: 1950407 Ontario Inc. Landlord

And

Randy Young Tenant

1950407 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Randy Young (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 11, 2023. The Landlord's agent, Nazbur Rahman, and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant submits the N4 Notice is invalid because his name and the rental unit address is incorrect. The Tenant states that his legal name is "Randall" and not "Randy" as noted on the N4 Notice. He further states that the postal code on the N4 Notice is incorrect as it indicates "P1B 2T8" but that his legal postal code is "P1B 5P9".
2. Subsection 43(1)(a) of *the Residential Tenancies Act, 2006 (the 'Act')* states that a notice of termination must identify the rental unit for which the notice is given. There is no requirement that the postal code must be provided. I am satisfied the N4 Notice has correctly identified the rental unit.
3. Subsection 43(2) of the Act states that a notice of termination given by a landlord must set out the reasons and details respecting the termination. The Tenant acknowledges that while "Randall" is his legal name, he does go by Randy. I am not convinced the fact the notice of termination named the Tenant as "Randy" caused any confusion or made it

difficult for the Tenant to know the reasons for termination. Accordingly, I find the N4 Notice is valid.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$689.85. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$22.68. This amount is calculated as follows: \$689.85 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$8,278.20.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Tenant did not dispute the arrears owing. He stated that he did not pay the rent because he did not trust the Landlord's agent Sasha. He indicated that he still has not paid because he did not trust the Landlord.
11. The Tenant stated at the end of the hearing that he wanted a rent abatement for certain maintenance issues. The Tenant was advised that he could file his own application for the Board to consider those issues.
12. The Tenant did not put forth a proposal to pay the arrears owing. The arrears are substantial, and I believe it would be prejudicial to the Landlord to delay or deny eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$12,603.30 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,293.15 if the payment is made on or before November 6, 2023. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after November 6, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before November 6, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,023.83. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$22.68 per day for the use of the unit starting April 12, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before November 6, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 7, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 6, 2023, then starting November 7, 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 7, 2023.

October 26, 2023

Date Issued

Percy Laryea

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 7, 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	\$12,417.30
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
Total the Tenant must pay to continue the tenancy	\$12,603.30

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 6, 2023

Rent Owing To November 30, 2023	\$13,107.15
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
Total the Tenant must pay to continue the tenancy	\$13,293.15

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

Rent Owing To Hearing Date	\$7,837.83
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 of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	\$8,023.83