



**Order under Section 69, 31, and 30  
Residential Tenancies Act, 2006**

**Citation:** 1398965 ONTARIO LTD v Martin, 2023 ONLTB 70280

**Date:** 2023-10-25

**File Number:** LTB-L-000025-23

LTB-T-013225-23

**In the matter of:** UNIT #1, 6 REGIONAL RD 8  
ONAPING ON P0M2R0

**Between:** 1398965 ONTARIO LTD Landlord

**And**

Travis Martin and Sarah Rowlands Tenants

1398965 ONTARIO LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Travis Martin and Sarah Rowlands (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application).

SARAH ROWLANDS and TRAVIS MARTIN (the 'Tenants') applied for an order determining that BAL BALJIT (the 'Landlord') entered the rental unit illegally; substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household; and harassed, obstructed, coerced, threatened or interfered with the Tenants (T2 Application).

The Tenants also applied for an order determining that the Landlord failed to meet the Landlord's 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 by videoconference on October 16, 2023. The L1 application was previously heard on June 5, 2023.

The Landlord's Agent, Baljit Singh Bal, and the Tenants attended the hearing.

After the parties had finished providing their evidence and submissions and my determinations were delivered, Zoom stopped working momentarily. I was able to rejoin the hearing, along with the Landlord's Agent and observers. The Tenants were not present and did not rejoin the hearing as of 4:23 p.m. I repeated my determinations and concluded the hearing in their absence.

**Determinations:**

*L1 Application*

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
3. The lawful rent is \$1,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
5. The Tenants has not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2023 are \$14,450.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,100.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$30.97 is owing to the Tenants for the period from September 1, 2022 to October 16, 2023.
10. The Tenant, Sarah Rowlands, requested until October 31, 2023 to vacate the rental unit.
11. The Landlord was agreeable to a termination date of October 31, 2023.
12. 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 not be unfair to postpone the eviction until October 31, 2023 pursuant to subsection 83(1)(b) of the Act.

### *T2 and T6 Applications*

13. I raised a concern that the details of the T6 and T2 applications were lacking and did not set out an adequate amount of information to allow either the Landlord/Respondent or the Board to understand the claims being made or the remedies sought. The first deficiency was understanding what specific maintenance issues were being raised since they were not clearly written in the T6 application. In Part 2: Reasons for filing this application on the T6 application, the Tenants wrote "see attached pages – labelled T6 Part 2". I was not able to locate these attached pages. When questioned by me, the Landlord testified that he did not receive the attached pages.
14. The remedies sought on the applications were also vague. For example, the Tenants requested a rent abatement on the T2 application but did not indicate how much. The Tenants requested \$5685.00 to replace or repair property, but the Tenants did not provide a list of each item and the cost to repair or replace each item.
15. I considered the case of *Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court)* ("*Ball v. Metro Capital*"). The facts in *Ball v. Metro Capital* were distinguishable in that the details were lacking in a Notice of Termination in the landlord's application. Notwithstanding that the present case are tenant applications instead of a landlord

application, the legal premise of requiring adequate particulars so that the opposing side can understand and respond to the claims being made against them has been long established.

16. In addition, the Tenants did not file any evidence with the Board or disclose any evidence to the Landlord.
17. The Tenants were self-represented when they filed the applications. The Tenants testified that they struggled to complete the applications, was unable to retain legal representative, and had extensive supporting evidence they were not able upload to the Board's portal. There were also other issues the Tenants alluded to that were not described in the applications.
18. The Landlord submitted that the Tenants ought to have known the requirements of the Board as the Tenants were present at the hearing for the L1 application on June 5, 2023 and spoke with Tenant Duty Counsel. The Tenants, at that time, also spoke about their inability to submit evidence. An interim order was issued on June 21, 2023 directing the L1 and T2/T6 applications be heard together and ordered the Tenants to pay the ongoing rent beginning July 1, 2023. The Tenants did not comply with the order for the payment of rent.
19. I find there is insufficient detail in the Tenants' applications to allow the Landlord to know the case being alleged against them, as well as understanding what remedies the Tenants are seeking.
20. I do not find that adjourning the hearing for the Tenants to amend their applications and/or submit evidence would result in the most expeditious or fair outcome. The Tenants had ample time to perfect their applications as the applications were filed on January 23, 2023. The Tenants testified that the issues described in the applications and additional issues not included in the applications are ongoing. Therefore, the Tenants are able to have these issues addressed at the Board by filing new applications.
21. As such, the Tenants' applications are dismissed. This was communicated to the parties at the hearing. The Tenants indicated they will be filing the applications again.

**It is ordered that:**

1. The Tenant's applications are dismissed without prejudice.
2. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
3. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$14,636.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.
4. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after October 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

5. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before October 31, 2023**
6. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,983.59. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
7. The Tenants shall also pay the Landlord compensation of \$36.16 per day for the use of the unit starting October 17, 2023 until the date the Tenants moves out of the unit.
8. If the Tenants do not pay the Landlord the full amount owing on or before November 5, 2023, the Tenants will start to owe interest. This will be simple interest calculated from November 6, 2023 at 7.00% annually on the balance outstanding.
9. If the unit is not vacated on or before October 31, 2023, then starting November 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 1, 2023.

**October 25, 2023**  
**Date Issued**

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Vicky Liu  
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 1, 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 Tenants 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	\$14,450.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$14,636.00</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$13,928.56
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,100.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$30.97
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$12,983.59</b>
Plus daily compensation owing for each day of occupation starting October 17, 2023	\$36.16 (per day)

2023 ONLTB 70280 (CanLI)