



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

Citation: Khosa v Kozak, 2023 ONLTB 66839

Date: 2023-10-10

File Number: LTB-L-033123-23

In the matter of: Main Floor, 264 Yonge Street Acton
ON L7J1M8

Between: Harpreet Khosa Landlord

And

Beata Kozak Tenant

Harpreet Khosa (the 'Landlord') applied for an order requiring Beata Kozak (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on August 29, 2023.

Only the Landlord attended the hearing.

As of 10:52am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Tenant had made a request to reschedule prior to the hearing, however the Board denied this request. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The application is amended to show that the municipality of the rental unit is "Acton" Ontario and not "Aurora".
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The Landlord served the Tenant a Notice to Terminate the Tenancy for Non-Payment of Rent. The service of the notice was completed by email; however, the Landlord did not provide evidence that the parties had agreed to allow service of notices by email. Pursuant to Rule 3.1(f) of the LTB-Rules of Procedure, email service of a notice is allowed if both parties consent, in writing, to service by email.
4. The N4 notice did not identify the rental unit as the "main floor" of the rental complex.

5. Pursuant to section 43(1)(a) of the *Residential Tenancies Act*, 2006 (the 'Act'), a notice shall identify the rental unit in which the notice is given.
6. Therefore, the N4 notice served by the Landlord is deemed invalid because it was not drafted in accordance with the Act.

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7. Furthermore, since the N4 is deemed to be invalid, there is no further need to determine if the service by email was in accordance with the Act.
8. At the hearing, the Landlord asked to proceed with the application for an order requiring the Tenant to pay the rent that the Tenant owes, pursuant to section 87 of the Act.
9. The Tenant did not pay the total rent they were required to pay for the period from April 1, 2023, to August 31, 2023.
10. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to August 31, 2023, are \$13,500.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$13,686.00. This amount includes rent arrears owing up to August 31, 2023, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before October 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 22, 2023, at 7.00% annually on the balance outstanding.

October 10, 2023

Date Issued

Robert Brown
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

