



## **Order under Subsection 135 Residential Tenancies Act, 2006**

**Citation:** Hicks v Federico, 2023 ONLTB 62739

**Date:** 2023-09-26 **File  
Number:** LTB-T-055513-22

**In the matter of:** 16 TEXAS RD  
AMHERSTBURG ON N9V2R7

Tenants

**Between:** Jason Hicks  
Reena Patel

**And**

Elizabeth Federico

Landlord

Jason Hicks and Reena Patel (the 'Tenants') applied for an order determining that Elizabeth Federico (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on September 7, 2023.

The Tenant Reena Patel, the Tenant's Representative Tim Currie, the Landlord, and the Landlord's Representative Justin Brodie Timms-Fryer attended the hearing.

### **Determinations:**

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$1,392.29 by October 7, 2023.

### Interest on rent deposit

2. The Landlord failed to pay the Tenants interest on the last month's rent deposit, as required by s. 106(6) of the *Residential Tenancies Act, 2006* (the 'Act').
3. At the hearing, the Landlord admitted they never paid the interest owed in the amount of \$39.29.

### Compensation for N13 Notice

4. The Landlord gave the Tenants an N13 notice of termination on February 20, 2021 under

s. 50(1)(a) of the Act for demolition and did not pay the Tenants compensation equal to one month's rent.

5. Section 52(2) of the Act states:

Order Page 1 of 3

**File Number:** LTB-T-055513-22

(2) A landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if,

(a) the tenant receives notice of termination of the tenancy for the purposes of demolition or conversion to non-residential use;

(b) the notice of termination is given on or after the day the *Protecting Tenants and Strengthening Community Housing Act, 2020* receives Royal Assent;

(c) the residential complex in which the rental unit is located contains fewer than five residential units; and

(d) in the case of a demolition, it was not ordered to be carried out under the authority of any other Act.

6. At issue here is whether the demolition was ordered to be carried out under the authority of any other statute under s. 52(2)(d) of the Act.

7. The order from the town of Amherstburg issued on January 26, 2021 only required the Landlord to *repair* the rental unit, not *demolish* it. Furthermore, the Landlord's appeal of that order made on February 10, 2021 states:

"[the Landlord] not able to remedy in time provided (by April 25, 2021) as required to give tenant until June 30, 2021 to vacate property. Owner has decided to demolish rather than repair." [emphasis added]

8. The Tenants also submitted the Landlord's notice/grounds of appeal letter to further reinforce this conclusion.

9. The Landlord's notice/grounds of appeal specifically states:

- "The list of required improvements is substantial and expensive to undertake. I receive a rather modest amount of rent for this property and as such the cost of the repairs when compared to the amount to rent that can be collected make the required renovations financial[ly] impractical."

- “For the above noted reason, I have come to the difficult decision to demolish the dwelling unit. Covid coupled with the general difficulty of hiring trades in this time of high demand, has made renovations costly and quite frankly, out of my financial reach.”
10. It is unequivocally clear that the Town of Amherstburg never ordered the Landlord to demolish the rental unit and that it was their own decision. The Landlord submitted that the demolition was their means of complying with the order, however that does not address the statutory terms of s. 52(2)(d) of the Act which in the case of a demolition, it was not ordered to be carried out under the authority of any other Act.
11. Since demolition was not ordered to be carried out, the Landlord must compensate the Tenants in an amount equal to one month’s rent, in this case \$1,300.00.

**File Number:** LTB-T-055513-22

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenants is \$1,392.29. This amount represents:
  - \$39.29 for interest on the last month's rent deposit;
  - \$1,300.00 for the compensation owing; and
  - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by October 7, 2023.
3. If the Landlord does not pay the Tenants the full amount owing by October 7, 2023, the Landlord will owe interest. This will be simple interest calculated from October 8, 2023 at 6.00% annually on the balance outstanding.

**September 26, 2023**

**Date Issued**

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Elan Shemtov

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.

