



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

Citation: DREWLO HOLDINGS INC v Tryhub, 2023 ONLTB 60855

Date: 2023-09-07

File Number: LTB-L-022387-23

In the matter of: 209, 20 CLARKE ST S WOODSTOCK
ON N4S0E6

Between: DREWLO HOLDINGS INC Landlord

And

Steven Tryhub Tenant

DREWLO HOLDINGS INC (the 'Landlord') applied for an order requiring Steven Tryhub (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on July 19, 2023.

The Landlord's Legal Representative, T. Hess and the Tenant attended the hearing.

The Tenant was given until August 18, 2023 to submit post-hearing evidence regarding his status as a Tenant and the lawful rent. The Landlord was given until August 25, 2023 to submit posthearing evidence in response to these issues raised at the hearing.

On August 23, 2023, the Landlord's Legal Representative filed post-hearing evidence as permitted above.

To date the Tenant has not submitted any post-hearing evidence.

Determinations:

Request for Adjournment - Denied

1. The Tenant requested an adjournment to have this matter heard together with his application and issues. The Tenant stated that he filed an Application for a Rebate (T1) which was returned to him from the Board as incomplete. The Tenant requests that his issues be addressed at the same time as the Landlord's issues.



2. The Landlord's Legal Representative opposed the Tenant's request for an adjournment. She submitted that this is the 4th hearing between the parties since December 2022. She submitted they were before the Board on April 27, 2023 and May 29, 2023 and that this specific hearing date was discussed with the Tenant in an attempt to deal with all the issues at that time. She also submitted that the Tenant has been aware of this hearing for over 4 months, has been given instructions on how to file with the Board, how to serve evidence on the Landlord, and how to contact Tenant Duty Counsel if assistance is required.
3. The Tenant's request for an adjournment was denied. The Tenant has had ample time and opportunity to disclose any issues he intended to raise at this hearing or file his own application. The parties were before the Board in April and May 2023 wherein this date was discussed, and the Board served this application and Notice of Hearing to the Tenant on June 6, 2023, approximately a month and a half before today's hearing.

Wasył Tryhub

4. The parties agreed to remove Wasył Tryhub, the Tenant's father, who is now deceased, as a Tenant in this application.
5. The Landlord's Legal Representative submitted that the Landlord is no longer seeking termination as the parties have signed an N11 Agreement to Terminate the Tenancy. I granted the Landlord's Legal Representative's request for an order for rent arrears only.
6. As of the hearing date, the Tenant was still in possession of the rental unit.

Rent Arrears, Lawful Rent, Status of Tenancy

7. For the reasons below, I am satisfied that Steven Tryhub was added to this tenancy agreement as a Tenant in February 2022. requested by him and agreed to by Wasył Tryhub and the Landlord. Also, I am satisfied that the lawful rent is \$1,971.08 effective July 1, 2023. Further, I am satisfied that the Tenant did not pay the total rent he was required to pay for the period from February 1, 2023 to July 31, 2023.
8. The Tenant disputed the rent arrears claimed in this application, the lawful rent and the fact that he is listed as a Tenant in this application.
9. The Tenant stated that they paid all rent including parking during their tenancy. The Tenant stated that the lease ended on February 28, 2023 because his father gave notice to the Landlord to terminate the tenancy. There was no dispute that the Landlord received notice of cancellation of pre-authorized withdrawal from the Tenant in January 2023. Under cross examination, the Tenant was unable to confirm if there were any payments to the Landlord since that time.
10. Based on the evidence before me, I find that rent arrears are owing for the period of February 1, 2023 to July 31, 2023. The Tenant believed that the tenancy terminated as of



February 2023 and therefore more likely than not hasn't made any rental payments to the Landlord since that time.

11. The Tenant stated that his father's monthly rental charge was \$1,873.00 as per the lease signed November 2021. The Landlord's Legal Representative submitted a copy of that lease, the Residential Tenancy Agreement dated November 21, 2021 which clearly states the total monthly rent is \$1,923.00, broken down as \$1,873.00 base rent plus \$50.00 for parking. There was no dispute according to the Tenant's ledger that the amount of \$1,923.00 was paid each month up to and including January 2023.
12. The Landlord submitted a copy of a Notice of Rent Increase (N1) dated March 24, 2023 showing a guideline increase of \$48.08 effective July 1, 2023 which increased the monthly rent to \$1,971.08 (\$1,923.00 + \$48.08). A certificate of service submitted into evidence stated that the N1 Notice was left in the Tenant's mailbox, or a place where mail is normally delivered, on March 30, 2023.
13. Subsection 116(1) of the *Residential Tenancies Act, 2006* ("Act") states:

A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so.
14. Given that the signed Residential Tenancy Agreement, completed signed Rental Application, and the Rental Ledger submitted into evidence, I am satisfied that the lawful monthly rent for the period of March 1, 2022 to June 30, 2023 was \$1,923.00 and that this amount was lawfully increased to \$1,971.08 effective July 1, 2023. The Landlord served the N1 Notice on the Tenant on March 30, 2023 which was more than 90 days prior to the effective date of increase on July 1, 2023 as required by subsection 116(1) of the Act.
15. The Tenant also stated that he was never on the lease and has no obligation to pay rent to the Landlord. The Landlord's Legal Representative submitted a copy of a Request to Change Occupant, Leaseholder or Guarantor form dated February 4, 2022 requesting Steven Tryhub to be added as a Leaseholder which was signed by Wasyl Tryhub. A completed Rental Application dated February 4, 2022 and signed by the Tenant, accompanied this request form. The Rental Application completed by Steven Tryhub included all his personal details and had the following note "Adding" next to his name. The Rental Application also clearly stated the monthly rent as \$1,923.00.
16. The Tenant confirmed he moved into the unit in February 2022. Despite the Tenant not recalling signing any documentation, given the completed request form and Rental Application Form signed by Steven Tryhub dated February 4, 2022 submitted into evidence, I am satisfied that there was a request in writing to add Steven Tryhub to the Residential Tenancy Agreement as a Tenant and that Wasyl Tryhub and the Landlord agreed to this addition. Therefore, I find that Steven Tryhub is a Tenant in this application.
17. Given the above, I find that the rent arrears owing to July 31, 2023 are \$11,586.08.



18. 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 \$11,772.08. This amount includes rent arrears owing up to July 31, 2023 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before September 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 19, 2023 at 6.00% annually on the balance outstanding.

September 7, 2023

Member, Landlord and Tenant Board

Date Issued

Lisa Del Vecchio

15 Grosvenor Street, Ground Floor
Toronto ON M7A

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.