



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Haverkamp v Hamm, 2023 ONLTB 59558

**Date:** 2023-09-01

**File Number:** LTB-L-038580-22

**In the matter of:** 8215 Line 8 6  
Listowel ON N4W3G8

**Between:** Ralph Haverkamp Landlord

**And**

Abram Hamm and Sarah Hamm Tenants

Ralph Haverkamp (the 'Landlord') applied for an order to terminate the tenancy and evict Abram Hamm and Sarah Hamm (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes (L1 application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex (L2 application).

This L1/L2 application was heard by videoconference on August 10, 2023.

The Landlord's Legal Representative, S. Thibaudeau, and one of the Tenants, Abram Hamm (AH), attended the hearing.

At the hearing, with the assistance of the Dispute Resolution Officer, the parties resolved the L2 application and agreed that:

1. The Tenants will stay off the agricultural portion of the property; and
2. The Tenants will contact the Landlord for any future repairs that need to be done.

**Determinations:**

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2023 ONL TB 59558 (CanLI)

L1 application

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The lawful rent is \$851.60. It is due on the 1st day of each month.
3. The parties agreed that the arrears owing to August 31, 2023 are \$53.64. The Landlord agrees to forgive this amount if the Tenants provide a receipt for a hose that they purchased. The Landlord is not seeking termination of this tenancy.
4. The only issue in dispute in this application is whether or not the Landlord is entitled to reimbursement of the costs of filing the application.
5. The Landlord's application was filed on July 11, 2023.
6. AH disputes owing the Landlord's costs for filing this application. AH stated that he mailed cheques to the Landlord throughout the tenancy. AH stated that the Landlord said he didn't receive the cheques and he had to mail them again. AH stated that he mailed cheques in February for January, February, and March rents. He also stated that he mailed cheques in April, the first time, for April, May and June rents. He confirmed that these cheques were not cashed, then Landlord asked for new cheques. He stated he mailed the new cheques in June or July. He also stated that he mailed cheques in July for July and August rents.
7. The Landlord's Legal Representative submitted that the rent arrears period claimed in the application was for January 2022 to July 2022 and that the Landlord did not receive this payment until July 17, 2022 after the application was filed. The Landlord's Legal Representative also submitted that the issue with the April cheques was this year, 2023, and acknowledged that the Tenants had to send out new cheques which were received on June 26, 2023. The Landlord's Legal Representative submitted a copy of the Tenants' rental ledger.
8. Subsection 204(2) of the *Residential Tenancies Act, 2022* (the "Act") states:

The Board may order a party to an application to pay the costs of another party.

9. LTB Rule of Procedure 23.1 states:

If the applicant is successful, the LTB may order the respondent to pay the application fee to the applicant as costs.

10. The Board generally exercises its authority to award a landlord their costs of filing a nonpayment of rent application where the tenant is found to be in arrears as of the date the application was filed.
11. Based on the evidence before me, I am satisfied that the Tenants were in arrears of rent at the time the Landlord filed this application. The L1 application filed on July 11, 2022 claimed arrears owing for the period of January 1, 2022 to July 31, 2022 in the amount of \$5,390.50. As per the Landlord's ledger, this amount was paid in one lump sum on July 26, 2022. AH's evidence aligned with the payments provided and received in 2023, not 2022.

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12. The Landlord incurred costs of \$186.00 for filing the application and therefore, I find the Landlord is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$53.64 representing the rent arrears owing to August 31, 2023, unless the Tenants provide the Landlord with a receipt for a hose on or before September 30, 2023.
2. The Tenants shall also pay to the Landlord costs of \$186.00 for filing the application.
3. The Tenants shall stay off the agricultural portion of the property.
4. The Tenants shall contact the Landlord for any future repairs that need to be done.

**September 1, 2023**

**Date Issued**

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Lisa Del Vecchio

Member, Landlord and Tenants 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.