



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

**Citation:** Investors Group Trust Co. Ltd c/o GWL Realty Advisors Residential Inc v Ducas, 2023 ONLTB 46884  
**Date:** 2023-07-14  
**File Number:** LTB-L-003050-23

**In the matter of:** 2108, 4 HANOVER RD  
BRAMPTON ON L6S4J1

**Between:** Investors Group Trust Co. Ltd c/o GWL Realty Advisors Residential Inc Landlord

**And**

Sherene Ducas Tenant

Investors Group Trust Co. Ltd c/o GWL Realty Advisors Residential Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Sherene Ducas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on June 20, 2023. Only the Landlord 's representative Faith McGregor attended the hearing.

As of 9:46 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Background to the proceedings:**

1. On January 12, 2023, former Landlord, as named on the application before me Investors Group Trust Co. Ltd c/o GWL Realty Advisors Residential Inc filed an application with the Board applying for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes.
2. On the date of the hearing, June 20, 2023 the Landlord's Representative submitted that the residential complex was sold to a new owner/ landlord with a transaction date closing on March 27, 2023. As a result, only rent arrears up to March 27, 2023 were being sought by way of a conversion of the L1 application to an Application to Collect Rent the Tenant Owes ("L9"). An L1/L9 update was submitted on record.

2023 ONLTB 46884 (CanLII)

3. In view of Section 18 of the Act where it states,

***Covenants running with land***

*Covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made. 2006, c. 17, s. 18.*

4. The former Landlord/ applicant was directed to provide post hearing submissions in respect of direction and authorization on the assignment of rights to collections of rent arrears up to March 27, 2023.
5. On June 26, 2023, the Board received submissions with respect to the Agreement of Purchase and Sale between the vendor (former Landlord) and the purchaser (new Landlord) of the rental complex. Specifically, clause 3.4 outlines the intent of the parties as relating to the treatment of rental arrears, where it states:

**“3.4 Specific Adjustments**

(1) Arrears. No adjustment will be made in favour of the Vendor on Closing in respect of any Arrears. All Arrears shall remain the property of the Vendor on Closing..”

6. Based on the uncontested evidence before me, I am satisfied that the former Landlord/ applicant Investors Group Trust Co. Ltd c/o GWL Realty Advisors Residential Inc is entitled to the claims of arrears of rent as arising up to March 27, 2023.

**Determinations:**

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,850.95. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.85. This amount is calculated as follows: \$1,850.95 x 12, divided by 365 days.
5. The Tenant has paid \$3,104.06 to the Landlord since the application was filed.
6. The rent arrears owing to March 27, 2023 are \$7,115.80.
7. The Landlord is entitled to \$180.00 to reimburse the Landlord for administration charges and bank fees the Landlord incurred as a result of 9 cheques given by or on behalf of the Tenant which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. Since the tenancy has not terminated, the last months rent deposit of \$1,850.95 has been transferred and is now held by the new Landlord.

**It is ordered that:**

1. The Tenant shall pay Investors Group Trust Co. Ltd c/o GWL Realty Advisors Residential Inc., the applicant/ former Landlord \$7,481.80. This amount includes rent arrears owing up March 27, 2023, NSF fees and filing fee.
2. If the Tenant does not pay the Landlord the full amount owing on or before July 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 26, 2023 at 6.00% annually on the balance outstanding.

**July 14, 2023**

**Date Issued**

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Alicia Johnson  
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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay**

Rent Owing To March 27, 2023	\$10,219.86
Application Filing Fee	\$186.00
NSF Charges	\$180.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,104.06
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$7,481.80</b>