



## Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

**Citation:** Venier Holdings Inc v Lund-Black, 2023 ONLTB 49135

**Date:** 2023-07-12 **File Number:**  
LTB-L-052786-22-RV

**In the matter of:** 208-11 Thirty Third Street Etobicoke,  
ON M8W 3G7

**Between:** Venier Holdings Inc Landlord

**And**

Britney Lund-Black Tenants  
Michael Black

### Review Order

Venier Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Britney Lund-black and Michael Black (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-052786-22 issued on April 26, 2023.

On April 28, 2023, the Board initiated a review of the order suggesting the Board may have seriously erred by, without explanation, requiring the Tenants to pay their ongoing rent from May 1, 2023 onwards as a condition of the preservation of the tenancy even though the arrears of rent repayment timetable in the order does not extend past this date.

This review was heard by videoconference on May 29, 2023.

Only the Landlord's Legal Representative David Strashin attended the hearing.

As of 9:12 am, the Tenants were 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.

### Determinations:

*Board Initiated Review*

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1. Rule 26.3 of the Board's *Rules of Procedure* outlines that the Board may review an order on its own initiative where it considers appropriate.
2. Rule 26.13 states that any Member, including the Member whose order is subject of the request of the review, may be assigned to conduct the review hearing.
3. The Landlord's Legal Representative submitted that the intention of the requested provision of ongoing rent to be paid in full and on time was consistent with s. 204 of the *Residential Tenancies Act, 2006* (the 'Act') which states that the Board may include in an order whatever conditions it considers fair in the circumstances.
4. Further, the Landlord's Legal Representative is relying upon Rule 14.1 of the Board's *Rules* which states that where all parties consent, some or all of the terms of a settlement agreement may be part of an order.
5. The Landlord's Legal Representative submitted that the order can be issued if the member is satisfied that the order is consistent with the Act. Further, the Landlord's Legal Representative argued that had the Tenants attended the hearing and a dispute resolution officer had been in attendance then this order would have been permitted under s. 194(2) of the Act which permits provisions in settlement agreements that contravene the Act.
6. While I can certainly appreciate the Landlord's Legal Representative's goals in trying to resolve this file to the satisfaction of his client by ensuring the Tenants pay their rent in full and on time for a period of a year, I find that this situation is not applicable to either s. 194 or Rule 14.1 as the Tenants had not been in attendance on the date in question, and the parameters as outlined within the order had been taken via submissions with respect to relief under s. 83 of the Act.
7. Further, having considered s. 204 of the Act, on a balance of probabilities I find that the condition that was included directing the Tenants to pay their rent in full and on time for a year beyond the agreed upon repayment plan was unfair in the circumstances, considering the Tenants were not present to agree to that condition nor was the Landlord's application and application under s. 58(1) of the Act.
8. As such, I am satisfied that the order contains a serious error by requiring the Tenants to pay the ongoing rent on time and in full beyond the repayment plan timetable. The Landlord's Legal Representative submitted that the Tenants have since repaid the entirety of the ordered arrears.

**It is ordered that:**

1. The request to review order LTB-L-052786-22 issued on April 26, 2023 is granted.



2. Order LTB-L-052786-22 issued on April 26, 2023 is cancelled and replaced with the following:
3. The Tenancy between the Landlord and the Tenants is persevered subject to the following conditions:
4. The Tenants shall pay to the Landlord \$50.00 for arrears of rent up to April 30, 2023.
5. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  1. \$50.00 to be paid on or before May 1, 2023.
6. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after April 30, 2023.

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**July 12, 2023**

**Date Issued**

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Jagger Benham

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.

