



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

**Citation:** Interrent Holdings Manager LP v Lewis, 2023 ONLTB 48869

**Date:** 2023-07-11

**File Number:** LTB-L-018983-23

**In the matter of:** 109, 67 CHURCH ST S AJAX  
ON L1S6A8

**Between:** Interrent Holdings Manager LP Landlord

**And**

Winfield Lewis Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Winfield Lewis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 22, 2023.

The Landlord's Legal Representative C. Dowds and the Tenant attended the hearing.

**Determinations:**

Preliminary Issue: Lawful Monthly Rent and Disputed Payments

1. At the outset of the hearing the Tenant disputed the amount of monthly rent claimed by the Landlord. They further asserted that they had made certain payments that were not accounted for in the Landlord's application.
2. The rental unit and the residential complex were approved by the Board for an Above Guideline Increase, on January 11, 2023. The AGI increase dates back to October 1, 2019. The Tenant's unit was also part of this increase, and the Landlord submits that the Tenant was made aware of the same.
3. The Tenant contested the rent increase and testified that the Landlord never sent any documents that he owes rent or the amount that he owes. He testified that he has kept every letter that the Landlord has ever sent to him, and he does not believe the Landlord

ever reached out to him. The Landlord's Legal Representative submitted that the increase in rent was made as per the Board order of January 11, 2023 and the Tenant was served with a proper rent increase notice as required under the Act. The Landlord's Legal Representative also stated that the Landlord has made multiple attempts each month via letters and calls to speak to the Tenant. The Resident Manager at the residential complex spoke with the Tenant on June 15, 2023 too.

4. The Tenant also testified that he paid March and April 2023 rent but did not have any supporting evidence of that claim. I gave him an opportunity to provide any such evidence in the form of a post-hearing submission on or before June 23, 2023. The Tenant had not submitted any documents to the Board as of June 29, 2023.
5. While a landlord bears the burden of establishing rent arrears in an application such as this, the tenant typically bears the burden of establishing that a particular payment or payments were made, particularly where that payment is disputed. I would have expected the Tenant to produce some documentary evidence in support of their claim that they made those payment. In the absence of a satisfactory explanation as to why they did not produce what I would expect to be readily available evidence, I decline to find that the payments were made. Instead, I accept the Landlord's evidence regarding the amount of rent arrears.

#### L1 Application

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,670.82. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$54.93. This amount is calculated as follows:  $\$1,670.82 \times 12$ , divided by 365 days.
10. The Tenant has paid \$1,650.00 to the Landlord since the application was filed.
11. The rent arrears owing to June 30, 2023 are \$8,336.01.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,395.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$178.58 is owing to the Tenant for the period from July 22, 2015 to June 22, 2023.

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

16. The Tenant submitted that he has already started moving out of the rental unit and

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$10,192.83 if the payment is made on or before July 22, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 22, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 22, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,486.01. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$54.93 per day for the use of the unit starting June 23, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 23, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 22, 2023, then starting July 23, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 23, 2023.

**July 11, 2023**

**Date Issued**

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Sheena Brar

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 23, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 22, 2023**

Rent Owing To July 31, 2023	\$11,656.83
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,650.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<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 the Tenant must pay to continue the tenancy</b>	<b>\$10,192.83</b>

**B. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$9,523.67
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,650.00
<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	- \$1,395.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$178.58
<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>\$6,486.09</b>
Plus daily compensation owing for each day of occupation starting June 23, 2023	\$54.93 (per day)