



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

**Citation:** Adams v Joncas, 2022 ONLTB 1846

**Date:** 2023-06-30

**File Number:** LTB-L-025651-22

**In the matter of:** 1464 Goyeau Street  
Windsor Ontario N8X3L3

**Between:** Kristen Adams Landlords  
Scott Adams

**And**

Dave Joncas Tenant

Kristen Adams (KA) and Scott Adams (the 'Landlords') applied for an order to terminate the tenancy and evict Dave Joncas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes and determining the Tenant persistently paid rent late.

This application was heard by videoconference on July 14, 2022.

The Landlords, the Landlords' Representative, Richard Lammers, the Tenant and the Tenant's Representative, Chris Loveridge attended the hearing.

Due to clerical error this order was not issued as intended on July 18, 2022.

**These facts are not in dispute:**

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant vacated the rental unit on August 14, 2021. Rent arrears are calculated up to the date the Tenant vacated the unit
3. The lawful rent is \$950.00. It was due on the 1<sup>st</sup> day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The Landlords is still holding the last month's rent deposit of \$950.00 collected on November 28, 2013.
6. The Landlords have not paid the Tenant interest on the deposit.
7. The Tenant paid cash and the Landlords never provided receipts.
8. The L2 application based on N8 Notice of Termination is withdrawn since the issue of eviction is moot.

**Determinations:**

9. The Landlords' L1 application, N4 Notice and Update Sheet contained several errors with respect to the calculations of rent outstanding. The Landlords requested an amendment to the application and are seeking \$10,954.00 plus the application fee which the Tenant disputes. I find the Tenant owes the Landlords a sum of \$6,541.62 because of the following:
  10. Both the Landlords and Tenant failed to keep accurate records of the cash payments made and relied on sums identified on text messages that they exchanged and were provided as evidence.
  11. There's no record of the actual amounts paid by the Tenant contained in text messages for November 5, 2019, February 7, 2020, April 13, 2020, and May 11, 2020. Payments of rent were always made in cash and no receipts were provided.
  12. The Landlords' ledger is based on payments referenced in their text communication. The Landlords guessed and applied a payment of \$475.00 for money received on November 5, 2019, February 7, 2020, April 13, 2020 and May 11, 2020. KA explained 50% of the rent charge is reflected based on the Tenant's payment history. The Landlord has no recollection of the amounts paid.
  13. The Tenant relies on his own ledger, the text messages exchanged and records from bank statement for money withdrawn on February 7, 2020, and May 11, 2020. The Tenant testified he paid \$2,500.00 on or about February 7, 2020, and \$2,000.00 on May 11, 2020. His bank records show \$3,000.00 withdrawn on February 7, 2020, and \$2,500.00 withdrawn on May 11, 2020. His ledger shows a discrepancy and records payments made in reverse \$2,000.00 on February 7, 2020, and \$2,500.00 on May 11, 2020. When asked to clarify the discrepancy, the Tenant relied on his ledger stating he made a mistake.
  14. I prefer the Tenant's evidence since the bank withdrawals correspond with the time period/dates the payments were recorded on their ledgers, and since the text do not identify the amount and the Landlords have no recollection of the amounts paid, the best evidence available on a balance of probabilities, was from the Tenant. The Tenant also gave a reasonable explanation for the lump money paid having received his tax return in February (consistent with information in the text) and CERB payment after being laid off due to Covid-19 pandemic in May 2020.
  15. The difference of \$1,520.00 is applied to the Tenant's arrears for payment made on or around February 7, 2020 (\$2,000-\$475.00 credit already applied=\$1,525.00). For the same reasons stipulated in paragraph 14, the difference of \$2,025.00 with respect to the May 11, 2020, payment is applied to the Tenant's arrears (\$2,500.00-\$475.00 already applied= \$2,025.00).
  16. The Tenant did not challenge the payments reflected on the Landlords' ledger recorded on April 13, 2020 and May 11, 2020.
  17. The rent arrears owing to August 14, 2021, is \$7,404.04 (\$10,954.00 -\$1,525.00-\$2,025.00).

18. The Landlords owe the Tenant interest on the deposit from November 28, 2013, to August 14, 2021, in the amount of \$113.38.
19. The Landlords' request to amend the application, to include the application fee of \$201.00, is granted since it wasn't challenged by the Tenant.
20. The total amount the Tenant owes the Landlords is \$6,541.61 calculated as follows:  
\$7,404.00 arrears less \$950.00 last month rent deposit less \$113.38 interest owed on deposit plus \$201.00 for the application fee.

**It is ordered that:**

1. The L2 application is dismissed.
2. The tenancy between the Landlords and the Tenant is terminated as of August 14, 2021,
3. On or before July 11, 2023, the Tenant shall pay to the Landlords \$6,541.61.
4. If the Tenant does not pay the Landlords the full amount owing on or before July 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 12, 2023 at 6.00% annually on the balance outstanding.

**June 30, 2023**  
**Date Issued**

\_\_\_\_\_  
Sandra Macchione  
Member, Landlords and Tenant Board

15 Grosvenor St, 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.