



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

Citation: ROYAL PALACE APARTMENTS v Melissa Mattis, 2023 ONLTB 47276

Date: 2023-06-30 **File Number:**
LTB-L-028740-22-RV

2023 ONLTB 47276 (CanLII)

In the matter of: 712, 3827 LAWRENCE AVE E
SCARBOROUGH ON M1G1R4

Between: ROYAL PALACE APARTMENTS Landlord

And

Melissa Mattis Tenant

Review Order

ROYAL PALACE APARTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Mattis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-028740-22 issued on February 3, 2023.

On April 19, 2023, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On April 21, 2023 interim order LTB-L-028740-22-RV-IN was issued, staying the order issued on February 3, 2023.

This application was heard in by videoconference on June 19, 2023.

The Landlord's Representative, David Anton and the Tenant attended the hearing.

Determinations:

Review:

1. The Tenant stated that she had vacated the rental unit on November 24, 2022 and she did not receive the notice of hearing held on January 18, 2023.
2. The Board maintains a mailing list that lists the names of the partis, the date and method of service when a hearing notice is issued. In this case, the mail list on the file does not



identify a date that verifies it was mailed to the Tenant. On a balance of probability, I find the Tenant did not attend the hearing held on January 18, 2023 because she did not receive the hearing notice.

3. I am satisfied that a serious error occurred in the proceedings and the Tenant was not reasonably able to participate in the proceeding.

L1 Application:

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant produced an N9 Notice of termination that was given to the Landlord on November 24, 2022 retroactively terminating the tenancy on November 18, 2023. The Tenant did not challenge the Landlord's submissions that she still had property in the unit after November 24, 2022 and returned the keys by mail to the Landlord on November 30, 2022.
7. The Tenant vacated the rental unit on November 30, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
8. The Tenant does not challenge the balance of arrears owing as calculated in the order issued on February 3, 2023, however requested six months to pay the outstanding balance before interest starts to accrue because she does not have the money to pay the full balance. The Landlord's Representative was opposed to giving the Tenant 6 months to pay the arrears since no payments have been made since November 2022. The I find it fair to extend the interest clause to July 30, 2023 to give the Tenant additional time to sort out her finances.

It is ordered that:

1. The request to review order LTB-L-028740-22 issued on February 3, 2023 is granted.
2. The stay of Interim order LTB-L-028740-22 issued on February 3, 2023 is lifted immediately.
3. Order LTB-L-028740-22 issued on February 3, 2023 remains in effect however paragraph 3 is varied as follows.



4. If the Tenant does not pay the Landlord the full amount owing on or before July 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2023 at 6.00% annually on the balance outstanding.

June 30, 2023
Date Issued

Sandra Macchione

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.