



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

Citation: Chloe Lai jeon v Raisa Pesel, 2023 ONLTB 42996

Date: 2023-06-09

File Number: LTB-L-062800-22

In the matter of: 5006, 7 GRENVILLE ST
TORONTO ON M4Y0E9

Between: Chloe Lai jeon Landlord

And

Raisa Pesel Tenant

Chloe Lai jeon (the 'Landlord') applied for an order to terminate the tenancy and evict Raisa Pesel (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 27, 2023. The Landlord, the Landlord's legal representative J. Behar, the Tenant, and the Tenant's representative T. Corradetti attended the hearing.

Determinations:

PRELIMINARY ISSUE:

1. At the outset of the hearing the Tenant raised a preliminary issue with respect to the lawful monthly rent and the validity of the notice of rent increase ('NORI') served by the Landlord. The parties agreed that the issue in dispute was the validity of the rent increase, and if the increase was found to be not valid than there would be no arrears as the arrears stemmed from the Tenant's non-payment of the increased rent. For the following reasons, I find that the notice of rent increase is valid.
2. There is no dispute that the rental unit is partially exempt from the rules related to rent pursuant to section 6.1 of the *Residential Tenancies Act, 2006* (the 'Act'). The rental unit was contained in a residential complex built after November 15, 2018. The issue was with respect to the effective date on the NORI. The Landlord had noted the effective date as 2022-07-01, which was YYYY/MM/DD instead of the required DD/MM/YYY. The Tenant submits that this renders the notice not valid. I disagree.
3. I say this because of section 212 of the Act, which states that substantial compliance with this Ac respecting the contents of forms, notice or documents is sufficient. The Tenant relied on email communications with the Landlord informing the Landlord that the formatting on

the effective date was not properly done and therefore was invalid. The Tenant testified at the hearing that she understood the effective date to be July 1, 2022.

4. I agree with the Tenant that the dates are transposed- however I do not find in this case that this, on its own renders the notice invalid. The notice is intended to inform the Tenant of the date and amount that the rent is going to be increased to. The Tenant understood

File Number: LTB-L-062800-22

the effective date and was provided the notice in accordance with the prescribed timelines. Therefore, I find that the notice substantially complies with the Act.

5. 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.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. The Tenant vacated the rental unit on December 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
8. Given that I find the NORI is valid, the lawful rent is \$2,500.00. It was due on the 1st day of each month.
9. The parties agreed that the rent arrears owing to December 31, 2022 are \$3,900.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,850.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$29.62 is owing to the Tenant for the period from September 1, 2021 to December 31, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 31, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$2,206.38. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 20, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 21, 2023 at 6.00% annually on the balance outstanding.

June 9, 2023

Date Issued

Curtis Begg

Member, Landlord 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.

File Number: LTB-L-062800-22

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$3,900.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$29.62
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$2,206.38

2023 ONL TB 42996 (CanLII)

