



**Order under Section 21.2 of the Statutory Powers Procedure Act  
and under Section 69  
Residential Tenancies Act, 2006**

**Citation:** 1691941 Ontario Ltd. v Tabitha Meecham, 2023 ONLTB 38662

**Date:** 2023-05-30

**File Number:** LTB-L-038703-22-RV

**In the matter of:** 63 Stoco Road  
Tweed ON K0K3J0

**Between:** 1691941 Ontario Ltd. Landlord

**And**

Adam Meecham and Tabitha Meecham Tenant

**REVIEW ORDER**

1691941 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Meecham and Tabitha Meecham (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-038703-22 issued on March 23, 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 20, 2023 interim order LTB-L-038703-22-RV-IN was issued, staying the order issued on March 23, 2023.

This review was heard by videoconference on May 11, 2023.

The Landlord's Representative Isaac Berman, the Landlord's Agent Shera Berman, the Landlord's Legal Representative Paula Stevens and both of the Tenants attended the hearing.

**Determinations:**

*The Review Hearing*

1. The Tenant Tabitha Meecham ('TM') testified that she never received the Board's notice of hearing held February 14, 2023. She further testified that she received an email from the Landlord's Legal Representative the day before, February 13, 2023 at 11:55 p.m., emailed the Landlord's Legal Representative and called her but did not receive a response. TM also stated that she called the Landlord around 8:30 a.m. on February 14, 2023 and had a

conversation with him which she thought resolved the matter but she had no details of how to access the hearing.

2. The Landlord's Legal Representative stated that she attended the rental unit and put documents into the mailbox which was beside the front door. TM stated she does not have a mailbox next to her door, its down the road.
3. The Board's records show that the Board sent the Notice of Hearing and application package to the Tenant by regular mail on January 31, 2023. This package was returned by Canada Post on February 13, 2023. The Landlord's Legal Representative states she personally attended and delivered the Notice of Hearing and the L1 application by putting it into the box near the front door while the Tenant disputes and says there is no mailbox next to her door.
4. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
5. Interpreting this situation broadly, I find on a balance of probabilities, that the Tenant was not reasonably able to participate in the proceedings. The Tenant indicated that had she received the Notice of Hearing, she would have attended the hearing.
6. For the reasons above, at the hearing I granted the request for a review. A hearing of the Landlord's application proceeded *de novo* (anew).

*The L1 Hearing:*

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$750.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$24.66. This amount is calculated as follows: \$750.00 x 12, divided by 365 days.
11. The Tenant has paid \$2,600.00 to the Landlord since the application was filed.
12. The rent arrears owing to May 31, 2023 are \$6,570.00.
13. The Tenant TM states that she paid some rent to the Landlord and disputes the amount of arrears. TM acknowledged that rent was not paid to the Landlord for February, March, April and May, 2023 and that as at December, 2022 she was told she was in arrears of \$4,200.00. TM states that she has paid some rent to the Landlord via e-transfers but did not provide any documentary evidence to support her position.
14. The Tenant requests a repayment plan, stating she has been communicating with ODSP and that they have said they would pay rent directly to the Landlord soon. As well, the Tenant TM submits that she could probably pay \$400.00 per month towards the arrears.

15. The Landlord's Legal Representative acknowledged that the Tenant sent the Landlord e-transfers as payment for rent but then would cancel the e-transfers. The Landlord's Legal Representative submitted documents at the hearing for a one year period showing the Tenant's e-transfers and the subsequent cancelling of the e-transfers. The Landlord's Legal Representative stated that the Tenant has been in multiple repayment plans and every plan was not satisfied as the Tenant failed to comply with the terms and the arrears keep mounting.
16. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (ie: non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent".
17. The Tenant provided no record to prove she paid the disputed amount of rent to the Landlord and submits that she was having difficulty with her bank. The Tenant has the burden of proving that rent payments were paid and based on the evidence and submissions before me, and on a balance of probabilities, I am not satisfied that the Tenant has satisfied this burden. As a result, I am satisfied that the Tenant has not paid the total rent the Tenant was required to pay.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

*Relief from eviction:*

20. The next issue for the Board to consider is with respect to relief from eviction.
21. The Tenant TM works part-time and states she has three children ages 2, 3 and 5 years. She then clarified and stated that the children are her siblings which she took in and the father of the children is also living with her but moving out in June. TM submits that the Tenant Adam Meecham is looking for part-time work too so that they can boost their payments. The Tenant wishes to preserve the tenancy.
22. The Landlord's Legal Representative submits that the Tenant has issues with sticking to a payment plan and that due to the non-payment of rent, the corporate Landlord has had difficulty in keeping up with expenses for the property, including the payment of oil. The Landlord seeks a standard order.
23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act') and I am not satisfied that it would be unfair to the Landlord to give the Tenant some additional time to move in light of the circumstances. However, I am not prepared to delay eviction for 90 days as the Tenant suggests. While I have considered that the Tenant has young children residing with her, she states the father of those children is moving out in June. Given the quantum of the arrears, I am not prepared to grant a delay of more than one month. As a result, the eviction will be delayed to June 30, 2023.

**It is ordered that:**

1. The request to review order LTB-L-038703-22 issued March 23, 2023 is granted.
2. Order LTB-L-038703-22 issued on March 23, 2023 is cancelled and replaced with the following.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$6,756.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$7,506.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.
5. 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 June 30, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **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 June 30, 2023.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,277.26. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
8. The Tenant shall also pay the Landlord compensation of \$24.66 per day for the use of the unit starting May 12, 2023 until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 11, 2023 at 6.00% annually on the balance outstanding.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
11. If the unit is not vacated on or before June 30, 2023, then starting July 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 1, 2023.

**May 23, 2023**  
**Date Issued**

---

Heather Chapple  
 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 1, 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.

2023 ONLTB 38662 (CanLII)

**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 May 31, 2023**

Rent Owing To May 31, 2023	\$9,170.00
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	- \$2,600.00
<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>\$6,756.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2023**

Rent Owing To June 30, 2023	\$9,920.00
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	- \$2,600.00
<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>\$7,506.00</b>

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

Rent Owing To Hearing Date	\$8,691.26
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	- \$2,600.00
<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	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord</b>	<b>\$6,277.26</b>
Plus daily compensation owing for each day of occupation starting May 12, 2023	\$24.66 (per day)