



Order under Section 69 Residential Tenancies Act, 2006

Citation: Visture Property Management v Robert Vaele, 2023 ONLTB 38308

Date: 2023-05-29

File Number: LTB-L-059212-22

In the matter of: LOWER, 467 RUBIDGE ST
PETERBOROUGH ON K9H4E6

Between: Andy Best and Visture Property Management Landlords

And

Robert Vaele Tenant

Andy Best and Visture Property Management (the 'Landlords') applied for an order to terminate the tenancy and evict Robert Vaele (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 25, 2023.

The Landlords' legal representative, Celine Guillemette-Malette ('CGM'), and the Tenant attended the hearing.

Preliminary Issues:

1. The Landlords served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The N4 Notice did not correctly reflect the rent due at the time it was served, as required by section 59 of the Residential Tenancies Act, 2006. In particular, the N4 notice, which was served on July 7, 2022, only identified rent arrears for the month of July 2022. This is despite the fact that the Tenant did not pay the rent for June 2022, and the Landlords continued claiming rent arrears for both June and July 2022 after the N4 was served, including on this application. Because the N4 notice did not correctly set out the amount of rent due at the time it was served, I determined that it was invalid.
2. The Landlords elected to proceed with a hearing for arrears of rent only.
3. The Tenant requested an adjournment for this matter to be scheduled together with a tenant application he had filed. The Landlord opposed this request. CGM stated this would be prejudicial to the Landlord to delay this hearing, and that the Landlord had not received any indication in advance of the hearing that the Tenant would seek an adjournment. I denied the adjournment request because delay in the hearing of this application would be

prejudicial to the Landlord. Refusal of the adjournment request does not prejudice the Tenant because his tenant application will still be scheduled by the LTB in due course.

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Determinations:

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$973.75. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$32.01. This amount is calculated as follows: $\$973.75 \times 12$, divided by 365 days.
7. The Tenant has paid \$5,070.75 to the Landlords since the application was filed.
8. The rent arrears owing to April 30, 2023 are \$2,850.50. After some dispute initially, the parties eventually agreed this is the amount owing after the Tenant was able to check his banking records.
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay the Landlords \$3,036.50. This amount includes arrears of rent up to April 30, 2023 and the Landlords' costs of filing this application.
2. If the Tenant does not pay the Landlords the full amount owing on or before June 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2023 at 6.00% annually on the balance outstanding.

May 29, 2023

Date Issued

Mark Melchers

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.

