



Order under Section 69 Residential Tenancies Act, 2006

Citation: Krafa Consultants & Management Inc. v Gordon, 2023 ONLTB 30557

Date: 2023-05-12

File Number: LTB-L-040960-22

In the matter of: 6, 45 WALTON AVE
KITCHENER ON N2C2B6

Between: Krafa Consultants & Management Inc. Former Landlord

AND

Pier 4 Residential Landlord

AND

Ron Gordon Tenant

Krafa Consultants & Management Inc. (the 'Former Landlord') applied for an order to terminate the tenancy and evict Ron Gordon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 27, 2023.

Only E Schroder, the legal representative for Pier 4 Residential attended the hearing.

As of 10:01 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary matter:

1. The application was filed by Krafa Consultants & Management Inc. on July 21, 2022.
2. The Landlord's representative requested that the application be amended to reflect that the building had been sold by Krafa Consultants & Management Inc. to Pier 4 Residential on December 7, 2022.
3. Section 18 of the Residential Tenancies Act, 2006, (the "Act") provides that "Covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made." The payment of rent, including arrears, is a covenant of a lease, and accordingly the right to rent is a right that runs with the land. Upon a change of ownership, these covenants and rights automatically pass to a new owner. In effect, the right to receive arrears therefore becomes a right of a new landlord upon the sale of the residential complex.

4. The application before me was properly brought by Former Landlord, Krafa Consultants & Management Inc. when still the owner of the property and a landlord within the meaning of the Act, and therefore a proper applicant for an application for arrears under section 87 of the Act.
5. Further, the definition of "landlord" in section 2(1) of the Act includes successors in title to the owner of a rental unit.
6. Therefore, I find that upon the sale of the rental unit on December 7, 2022, Pier 4 Residential became the Landlord and is entitled to proceed with this application for arrears of rent. The application is amended to add Pier 4 Residential as the Landlord.

Determinations:

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 \$850.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to February 28, 2023 are \$6,800.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$750.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
15. Interest on the rent deposit, in the amount of \$135.28 is owing to the Tenant for the period from February 8, 2012 to February 27, 2023.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act') and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to present evidence or submissions in support of granting relief from eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$9,536.00 if the payment is made on or before May 23, 2023. See Schedule 1 for the calculation of the amount owing.
3. 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 May 23, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **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 May 23, 2023**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,005.37. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$27.95 per day for the use of the unit starting February 28, 2023 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before May 23, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 24, 2023 at 5.00% annually on the balance outstanding.
 8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 9. If the unit is not vacated on or before May 23, 2023, then starting May 24, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 10. 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 May 24, 2023.

May 12, 2023
Date Issued

 Heather Kenny
 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 November 24, 2023 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.

**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 23, 2023

Rent Owing To May 31, 2023	\$9,350.00
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 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 the Tenant must pay to continue the tenancy	\$9,536.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$6,704.65
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	- \$750.00
Less the amount of the interest on the last month's rent deposit	- \$135.28
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	\$6,005.37
Plus daily compensation owing for each day of occupation starting February 28, 2023	\$27.95 (per day)