



Order under Section 69 Residential Tenancies Act, 2006

Citation: EASYLIFE PROPERTY MANAGEMENT INC. v Hafidh Masoud, 2023 ONLTB 37970

Date: 2023-05-10

File Number: LTB-L-062243-22

In the matter of: 4, 23 MASTERSON DR
ST CATHARINES ON L2T3P2

Between: EASYLIFE PROPERTY MANAGEMENT INC. Landlord

And

Hafidh Masoud Tenant

EASYLIFE PROPERTY MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Hafidh Masoud (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 8, 2023.

Only the Landlord's agent Achal Gupta attended the hearing.

As of 3:35 pm, 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.

Determinations:

Preliminary Issues – N4 Notice of Termination and L1 Amendment

1. At the hearing, two preliminary issues arose. The first relates to the amounts claimed on the N4 notice and the second relates to an amendment to the L1 application.
2. The general requirements for a valid notice of termination are set out in section 43 of the Residential Tenancies Act, 2006 (the 'Act'). One requirement is that the notice "shall set out the reasons and details respecting the termination". The specific requirements for an N4 are set out in section 59 of the Act, one of which is to "set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant."
3. The Landlord confirmed that the lawful monthly rent is \$550.00.

4. Where the N4 notice asks landlords to specify the rent period, the rent charged, the rent paid and the rent owing on page 2, the N4 notice is essentially asking the Landlord to provide the “reasons and details respecting the termination.”
5. In the case, the reasons and details are incorrect because the Landlord did not specify the rent charged. In fact, the Landlord chose to include a cost the Landlord incurred for filing a previous application with the Board. In doing so, the Landlord provided the Tenant with confusing information about how to void the N4 notice. For clarity, the N4 notice gives the impression that the Tenant would have to pay an additional \$186.00 to void the notice.
6. The Landlord was presented with the option to proceed for arrears only with no possibility of termination of the tenancy for this money, or to have the application dismissed without prejudice to begin the process again. The Landlord indicated a preference to proceed on arrears only.
7. The Landlord’s application was amended to correct the omission and the Landlord seeks an order to collect arrears in the amount of \$550.00.

The L1 Application

8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$550.00. It is due on the 1st day of each month.
10. The Tenant has paid \$3,850.00 to the Landlord since the application was filed.
11. The rent arrears owing to May 31, 2023 are \$550.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$550.00 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$736.00 which represents the arrears up to May 31, 2023 and the cost to file this application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 28, 2023 at 6.00% annually on the balance outstanding.
3. The Tenant shall pay to the Landlord any sum of money that is owed as a result of this order.

May 16, 2023
Date Issued

Dana Wren
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.