



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Li v Veiga, 2023 ONLTB 36253

**Date:** 2023-05-10

**File Number:** LTB-L-048376-22

**In the matter of:** MASTER BEDROOM - 5041 WILLOWOOD  
DR MISSISSAUGA ON L5R3R6

**Between:** Juyuan Li Landlord

**And**

Brian Veiga Tenant

Juyuan Li (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Veiga (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2023.

The Landlord attended the hearing and was represented by Ann Rei. The Tenant attended the hearing and was self-represented.

### PRELIMINARY MATTERS

1. The Tenant raised two preliminary issues.

(a) Adjournment Request

2. The Tenant made a request to adjourn the hearing so that he could prepare for the hearing. This request was denied.

3. The Tenant stated that he was involved in a motor vehicle accident one week prior to the hearing which interfered with his ability to prepare for the hearing. In response to questions posed by the Board, the Tenant was unclear as to the nature of his motor vehicle accident related injuries, nor restrictions, limitations or accommodations he may require.

4. The Landlord's legal representative opposed the adjournment request stating that the Tenant had an adequate opportunity to prepare for the hearing and that further delays would be prejudicial to the Landlord given the significant arrears that are claimed in the application.

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5. Section 183 of the *Residential Tenancies Act, 2006*, (the 'Act') requires the Board to adopt the most expeditious methods of determining the questions arising in a proceeding. I am not satisfied that the Tenant did not have sufficient time to prepare for the hearing. Moreover, given that the Landlord filed their application over 7 months earlier, in my view, delaying the hearing any further would be unduly prejudicial to the Landlord. For these reasons the request was denied.

(b) Request to declare the N4 Notice invalid

6. The Tenant made a request to declare the N4 notice of termination invalid as it included an inaccurate address for the rental unit. This request was granted.
7. There was no dispute between the parties that the Tenant rents the 'master bedroom' from the Landlord in a rooming house, and not the entire house.
8. Subsection 43(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides that where the Act permits a landlord or tenant to give a notice of termination the notice shall be in a form approved by the Board and shall: (a) identify the rental unit for which the notice is given; (b) state the date on which the tenancy is to terminate; and, (c) be signed by the person giving the notice, or the person's agent.
9. I find that the address placed on the N4 notice of termination does not accurately identify the rental unit – the 'master bedroom' – to which the tenancy agreement is based on. Therefore, the N4 notice is defective by failing to comply with the requirements under subsection 43(1) of the Act and, what follows, on my own motion is that the application will be amended to include the correct address of the rental unit.

(c) Post Hearing Submissions

10. At the end of the hearing, the parties were ordered to file with the Board, as post-hearing submissions, documentation for my consideration. The Tenant was directed to send bank statements, and other documentation in support of the payments he testified to have made to the Landlord during the period of time for which arrears were claimed by the Landlord.. The Tenant sent copies of CIBC Bank statements (which did not clearly identify which transaction pertained to rent that the Tenant asserts had been paid) and a typed, unsigned,

and undated letter from an unknown person who purports to have helped the Tenant pay rent in the months of September and November 2022, none of which I could rely upon as I could not confirm the veracity of these documents. No post-hearing submissions were received from the Landlord.

**Determinations:**

11. The Landlord served the Tenant with an invalid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Landlord sought an order requiring the Tenant to pay the rent the Tenant owe.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
14. The Tenant has not made any payments since the application was filed.
15. The rent arrears owing to March 31, 2023 are \$9,000.00.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$9,186.00. This amount includes rent arrears owing up to April 30, 2023 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 22, 2023 at 6.00% annually on the balance outstanding.

**May 10, 2023**

**Date Issued**

Emile Ramlochan

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.