



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

Citation: Toronto Community Housing Corporation v Morris, 2023 ONLTB 34791

Date: 2023-05-04

File Number: LTB-L-002618-23-RV

In the matter of: 501, 110 River Street
Toronto Ontario M5A0N3

Between: Toronto Community Housing Corporation Landlord

And

Gary Morris Tenant

Review Order

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Gary Morris (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on July 9, 2021 with respect to application HOL-08960-20.

This application was resolved by order LTB-L-002618-23 issued on March 30, 2023.

On March 30, 2023, the Landlord requested a review of the order.

On March 30, 2023, interim order LTB-L-002618-23-RV-IN was issued.

This review was heard in by videoconference on April 25, 2023.

As at 2:04 p.m., only the Landlord's Legal Representative Camille Abraham attended the hearing.

Determinations:

The Review Hearing:

1. The Landlord's request for review is based on the ground of a serious error in the order or in the proceedings. The order under review indicated that the Landlord was not present at the hearing but in fact, the Landlord's Legal Representative was present and tendered evidence on what she believed to be regarding this matter. However, the presiding Member believed the evidence and submissions being tendered were related to another matter. Thus, an order was issued pertaining to this matter which was incorrect.
2. Based on the uncontested evidence and submissions at the review hearing, and after listening to the recording from the hearing which took place on March 22, 2023, I am satisfied that there was a serious error in the order issued March 30, 2023 as the presiding



Member and the Landlord's Legal Representative had a misunderstanding of what matter they were hearing which resulted in an incorrect order being issued on this matter. I therefore granted the Landlord's request for a review.

The L4 Application:

3. The order HOL-08960-20 issued July 9, 2021 provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
4. Upon receipt of the Landlord's L4 application, on March 2, 2023, the matter was sent to a hearing as amounts appeared to differ on the Landlord's L4 application.
5. The Landlord's Legal Representative submitted as evidence a copy of the Tenant's ledger at the hearing. The Landlord's Legal representative testified that, as shown by the ledger, the monthly rent prior to July 1, 2023 was \$962.00 per month and then effective July 1, 2022, the rent increased to \$973.00, therefore the numbers in the L4 application are correct. The ledger also shows that the Tenant has not made any payments towards the rent or arrears since November, 2022.
6. I find that based on the uncontested evidence and submissions of the Landlord's Legal Representative, that at the time the Landlord filed the L4 application, the Tenant has not met the following condition specified in the order: \$100.00 towards rent arrears and lawful rent owing for the month of November, 2022.
7. The Tenant was required to pay \$7,571.58 for rent arrears and the application filing fee in the previous order. The amount that is still owing from that order is \$823.32 and that amount is included in this order. This order replaces order HOL-08960-20.
8. Since the date of the previous order, the Tenant has failed to pay the full rent that became owing for the period from November 1, 2022 to November 30, 2022; December 1 to December 31, 2022; January 1 to 31, 2023; February 1 to 28, 2023; and March 1 to 31, 2023. As at the date of the hearing, the Tenant had not paid rent that was due for the month of April, 2023.
9. The Landlord applied interest to the last month's rent deposit that it was holding for the 2022 year and therefore applied \$11.54 as a credit to the amounts outstanding. The total amount of outstanding arrears and rent is \$6,649.78.
10. The Landlord collected a rent deposit of \$962.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenant for the period from January 1, 2023 to May 4, 2023. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
11. The Tenant was not present or represented at the hearing and the Landlord's Legal Representative was unaware of the Tenant's direct circumstances with respect to relief from eviction. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Act*, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the *Act*. The Tenant has not made any payments since



November, 2022, therefore the arrears owing are close to meeting the amount in the original application.

It is ordered that:

1. The request to review order LTB-L-002618-23 issued on March 30, 2023 is granted.
2. Order HOL-08960-20 issued July 19, 2021 is cancelled and replaced with the following.
3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2023.
4. If the unit is not vacated on or before May 31, 2023, then starting June 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 June 1, 2023.
6. The Tenant shall pay to the Landlord \$6,650.72. This amount represents the arrears outstanding, rent owing up to May 31, 2023 and the cost of filing the previous application, less the rent deposit and interest the Landlord owes on the rent deposit.
7. The Tenant shall also pay to the Landlord \$31.99 per day for compensation for the use of the unit starting May 1, 2023 to the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2023, the Tenant will start to owe interest. This will be a simple interest calculated from June 1, 2023 at 6.00% annually on the balance outstanding.

May 11, 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.



Summary of Calculation

Amount the Tenant must pay the Landlord:

Reason for amount owing	Period	Amount
Amount owing from previous order	Up to October, 2022	\$823.32
New Arrears to May 31, 2023	November 1, 2022 to May 31, 2023	\$6,811.00
Less interest paid for 2022	January – December, 2022	-\$11.54
Less the rent deposit:		-\$962.00
Less the interest owing on the rent deposit	January 1, 2023 to May 4, 2023	-\$10.06
Plus daily compensation owing for each day of occupation starting June 1, 2023		\$31.99 (per day)
Total the Tenant must pay the Landlord:		\$6,650.72 + \$31.99 per day starting June 1, 2023

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