



Order under Section 69 Residential Tenancies Act, 2006

Citation: Northstar Property Management Inc. v Soloman, 2023 ONLTB 30476

Date: 2023-04-19

File Number: LTB-L-051016-22

In the matter of: 2, 188 DENNIS ST
SAULT STE. MARIE ON P6A2X3

Between: Northstar Property Management Inc. Landlord

And

Len Soloman Tenant

Northstar Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Len Soloman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 28, 2023. The Landlord's representative, Greta Wilson, attended the hearing. As of 9:36 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.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End the 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$769.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$25.28. This amount is calculated as follows: \$769.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,669.00 to the Landlord since the application was filed.
6. The Landlord's representative submitted that on March 27, 2023 the Tenant made sufficient payments to the Landlord to pay for all the rent that is in arrears under the tenancy agreement, as well as all additional rent that would have been due under the tenancy agreement on the date of the Tenant's payment.
7. Accordingly, I find that rent arrears owing to March 31, 2023 are \$0.00.

8. The Landlord's representative submitted further that the Tenant's payments since the application was filed did not include payment for the Landlord's application fee of \$186.00. The Landlord's representative stated that the Landlord no longer seeks to terminate the tenancy and evict the Tenant, but only seeks payment from the Tenant for the Landlord's \$186.00 application fee.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. In this matter, the Tenant did not pay for all the rent that was in arrears until March 27, 2023 – the day before this hearing. On the basis of the Landlord's uncontested evidence, I am satisfied that the Landlord's L1 application prompted the Tenant to make payments to reach a zero rent arrears balance. I therefore find that the Landlord's application was successful. Accordingly, the Landlord's request to be compensated by the Tenant for the \$186.00 application fee is granted, pursuant to s. 204(2) and s. 204(4) of the *Residential Tenancies Act, 2006*, and in accordance with the Board's Rule of Procedure 23.1.
10. There is no last month's rent deposit.

It is ordered that:

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

April 19, 2023

Date Issued

Frank Ebner

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.