



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: London & Middlesex Community Housing Inc. v Cunningham, 2023 ONLTB 31049

Date: 2023-04-18

File Number: LTB-L-051784-22

In the matter of: 15, 1481 LIMBERLOST RD
LONDON ON N6G2C7

Between: London & Middlesex Community Housing Inc. Landlord

And

Sasha Cunningham Tenant

London & Middlesex Community Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sasha Cunningham (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, Cameron Burgess, attended the hearing. As of 2:32 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:

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 \$166.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$5.46. This amount is calculated as follows: \$166.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,932.99 to the Landlord since the application was filed.
6. There are no rent arrears owing to March 31, 2023. The Tenant reached a zero balance in her arrears account on December 30, 2022 as a result of having received a rent subsidy as well as having made rent payments. The Tenant has a credit in her account of \$1.99 to March 31, 2023.

7. The Landlord's representative submitted that the Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs; however, the Tenant's payments since the application has been filed have not included payment for these costs.
8. On the basis of the Landlord's uncontested evidence, I accept that a rent subsidy granted to the Tenant on December 13, 2022 was the primary reason that the Tenant reached a zero rent arrears balance; however, I am satisfied that the Landlord's L1 application also prompted the Tenant to make payments, and that these payments ultimately resulted in the Tenant's 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.
9. The Landlord collected a rent deposit of \$166.00 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.
10. Interest on the rent deposit, in the amount of \$0.99 is owing to the Tenant for the period from January 1, 2023 to March 28, 2023 if the tenancy is terminated.
11. 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 not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
12. The Tenant has no rent arrears as of the day of this hearing, and only owes the Landlord \$184.01, representing the Landlord's application fee costs of \$186.00 less the \$1.99 credit in the Tenant's account. Furthermore, the Landlord provided no evidence that the Landlord was actively negotiating with the Tenant after filing the L1 application, to seek payment of the Landlord's application fee costs. Under these circumstances, it would be inappropriate and unreasonable to terminate the tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$184.01, representing the remaining portion owed by the Tenant for the Landlord's application fee costs.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 30, 2023 at 6.00% annually on the balance outstanding.

April 18, 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.