



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

Citation: Dureault v Taylor, 2023 ONLTB 31070

Date: April 12, 2023

File Number: LTB-L-020065-22

In the matter of: 7, 31 Cayuga Street North
Cayuga, ON, N0A 1E0

Between:	Gena Dureault	Landlord
	and	
	Briana Taylor and Stuart Davidson	Tenants

Gena Dureault (the 'Landlord') applied in a L1 application for an order to terminate the tenancy and evict Briana Taylor and Stuart Davidson (the 'Tenants') because the Landlord claimed that the Tenants did not pay the rent that they owe.

This application was heard by videoconference on October 25, 2022 but unfortunately an order was not issued.

A *de novo* (new) hearing was heard on March 31, 2023. The Landlord attended the hearing. As of 10:20am (the hearing started at 9am) the Tenants were not present or represented at the hearing although properly served with notice of the hearing by the LTB. The Tenants did not make any requests to reschedule or adjourn prior to the hearing. The hearing was conducted with only the Landlord's evidence as allowed by section 7 of the *Statutory Powers Procedure Act*.

Determinations:

Preliminary Issue: No Proof of Service

1. I raised as a preliminary issue the fact that there was no Certificate of Service filed to show the Tenants were properly served with the N4 Notice of Termination and to support this application. Instead, the Landlord filed a letter dated March 30, 2022 which stated, "I taped an envelope, to their door, which included a copy of the N-4 notice."
2. I advised the Landlord that taping the N4 to the door was not an approved method of serving notices or documents, either in the *Residential Tenancies Act, 2006* (the 'Act') or in the Board's *Rules of Procedure*. Section 191(1) of the Act lists all the methods of service allowed to give a notice. Rule 3.1 states additional methods of service that are allowed. Taping documents to a rental unit door is not listed in either of them.
3. Although the Landlord was offered the option of requesting a withdraw of the L1 application, the Landlord elected not to pursue an eviction and chose to proceed with only the rent arrears claimed. The application was amended to a L9 application. The Landlord/Applicant cannot in future attempt to pursue eviction based on any rent arrears which arose during the time period captured by this order.

L9 Application

4. The Tenants were in possession of the rental unit when the application was filed and as of this hearing.
5. The lawful rent was \$1,100.00 when the L1 application was filed on April 7, 2022. The monthly rent increased to \$1,113.20 on May 1, 2022, which remains the current monthly rent. Rent is due on the first (1st) day of each month.
6. The Tenants paid \$5,400.00 between when the L1 application was filed and the date of this hearing (\$1,400.00 paid May 10, \$600.00 paid June 4, \$500.00 paid June 18, \$1,100 paid July 15, \$400.00 paid August 13, \$700.00 paid September 27, \$250.00 paid November 30, and \$450.00 paid December 9, 2022).
7. As of the hearing date, the current rent arrears owing (up to March 31, 2023) are \$9,985.20. This amount was calculated by adding the rent arrears of \$3,140.00 listed on the L1 application (rent arrears from Feb 1, 2022 to April 30, 2022), plus 11 months of new rent that became due between the filing of the application to the hearing date (May 1, 2022 to March 31, 2023), less the amount paid by the Tenants since the application was filed (\$5,400.00).
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of these costs.

It is ordered that:

9. The Tenants shall pay to the Landlord \$9,985.20 for rent arrears up to March 31, 2023.
10. The Tenants shall also pay to the Landlord \$186.00 to reimburse for the costs of filing this application.
11. If the Tenants do not pay the Landlord the full amount owing of **\$10,171.20** on or before April 23, 2023 (standard 11 days from the issuance date of this order), the Tenants will start to owe interest. This will be simple interest calculated from April 24, 2023 onwards, at 6.00% annually on the balance outstanding.

April 12, 2023

Date Issued

Michelle Tan

Member, Landlord and Tenant Board

15 Grosvenor St, 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.