



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dupont/Lansdowne Holdings Inc. v Orumwense, 2023 ONLTB 28891

Date: 2023-03-31

File Number: LTB-L-042839-22

In the matter of: 223, 1401 DUPONT ST
TORONTO ON M6H2B1

Between: Dupont/Lansdowne Holdings Inc. Landlord

And

Audrey Orumwense Tenant

Dupont/Lansdowne Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Audrey Orumwense (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 28, 2023.

The Landlord's representative, Victoria Orlandi and the Tenant attended the hearing.

Preliminary Issues:

At the hearing, the Tenant attempted to raise concerns pursuant to section 82 of the *Residential Tenancies Act, 2006* (the Act): namely, issues relating to bathtub disrepair.

The Tenant failed to comply with the disclosure requirements of Rule 19.4. The Tenant uploaded images to the portal the day of the hearing but did not file with the Board or served on the Landlord a list of issues to be raised and the remedies sought. The Tenant explained that there was insufficient time to comply with Rule 19.4 of the Act.

The Tenant's request to raise maintenance issues was denied. However, the Tenant was advised that these issues could be brought forward in a separate application before the Board.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End 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 \$1,537.50. It is due on the 1st day of each month.

4. The Tenant has paid \$10,575.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2023 are \$1,535.18.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Tenant disputed the arrears but did not provide any evidence to support the claims.
8. The Tenant testified that one month's rent was withheld due maintenance issues which the Tenant believed the Landlord failed to adequately address.
9. The Landlord's representative requested a standard order. However, given the testimony and evidence before the Board, I find that granting relief from eviction would not be unfair.
10. 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 subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. By April 30, 2023 the Tenant shall pay to the Landlord \$1,721.18 for arrears of rent up to February 28, 2023 and costs.
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 5.00% annually on the balance outstanding.
3. If the Tenant fails to make the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2023.

March 31, 2023

Date Issued

Natalie James

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.