



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

Citation: Wang v Prince, 2023 ONLTB 28135

Date: 2023-03-31

File Number: LTB-L-041300-22

In the matter of: 24 Steeplechase Drive Ancaster,
ON L9K 1L1

Between: Hai Wang Landlord

And

Susan Prince Tenant

Hai Wang (the 'Landlord') applied for an order requiring Susan Prince (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on February 27, 2023.

The Landlord, the Landlord's Legal Representative Jinxing Wang and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

Determinations:

Preliminary Issue – Defective N4 Notice of Termination

1. Prior to the hearing, the Tenant raised a preliminary issue submitting that the Landlord's N4 Notice of Termination is defective as the notice outlines that the Tenants had paid \$1,350.00 towards their total rent owing of \$2,100.00, leaving \$750.00 owing.
2. The Tenant submitted and entered into evidence bank statements showing that she in fact paid \$1,150.00 towards September's rent on September 1, 2021, while another direct rent payment was made to the Landlord in the amount of \$1,350.00 on September 30, 2021. The Landlord agreed that she received both payments within the month of September however, the Landlord submitted that the payment she received on September 30, 2021 should have been applied to October's rent, not September's.

3. Section 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') outlines that a notice of termination shall set out the rent due and shall specify that the tenant may avoid termination of the tenancy by paying the rent due for the period as outlined.
4. As well, the rent owing for October would not have been due until midnight on October 1, 2021 and as such, the Landlord was to apply the \$1,350.00 payment she received on September 30, 2021 to September's rent.
5. As such, the Landlord's notice of termination is defective. The Landlord opted to proceed with the application pursuant to s. 87(1) of the Act.

File Number: LTB-L-041300-22

Landlord's L9 Application

6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The Tenant did not pay the total rent they were required to pay for the period from September 1, 2021 to February 28, 2023.
8. The lawful rent is \$2,152.50. It is due on the 1st day of each month.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to February 28, 2023 are \$17,655.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 Issues

12. The Tenant filed with the Board and served upon the Landlords a list of issues she intended to raise in accordance with s. 82 of the Act. The issues raised were the Landlord providing multiple notices, the Landlord asking the neighbours to contact By-Law regarding noise complaints from her unit and unnecessary complaints from neighbours.
13. While the Tenant led evidence generally about these issues, the Tenant's evidence was lacking in specific dates and details regarding harassment from neighbours.
14. The Tenant testified that the Landlord asked her to sign an N11 notice of termination which she never signed. As well, other than this notice, the Landlord also served an N5 for noise and an N12 notice of termination to permit the Landlord's brother to move into the unit.
15. Having reviewed the evidence of the Tenant, I am not satisfied on a balance of probabilities that the Tenant's issues raised rise to the level of harassment or substantial interference. While the notices were issued, the Tenant did not necessarily contest the fact why she received them and confirmed that she intended on challenging each one.

It is ordered that:

- 16. The Tenant shall pay to the Landlord \$17,841.00. This amount includes rent arrears owing up to February 28, 2023 and the cost of the application.
- 17. If the Tenant does not pay the Landlord the full amount owing on or before April 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2023 at 5.00% annually on the balance outstanding.

March 31, 2023 _____ **Date Issued**

Jagger Benham

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.

File Number: LTB-L-041300-22