



**Order under Section 21.2 of the  
Statutory Powers Procedure Act and the  
Residential Tenancies Act, 2006**

**Citation:** Shergill v Corriveau, 2023 ONLTB 28506

**Date:** 2023-03-30 **File Number:**  
LTB-L-028927-22-RV

**In the matter of:** 40 HARMONY CRT  
CAMBRIDGE ON N1R7T5

**Between:** Mohan Shergill Landlord

**And**

Debbie Corriveau Tenant

**Review Order**

Mohan Shergill (the 'Landlord') applied for an order to terminate the tenancy and evict Debbie Corriveau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-028927-22 issued on February 1, 2023.

On February 24, 2023, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved. The Landlord alleged that they were not reasonably able to participate in the proceeding.

On February 28, 2023, interim order LTB-L-028927-22-RV-IN was issued, staying the order issued on February 1, 2023.

This application was heard by videoconference on March 21, 2023. Only the Landlord's Legal Representative, B. Colley, attended the hearing. As of 1: 58 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

**Determinations:**

**The Request**

1. The Landlord alleged that they were not reasonably able to participate in the proceeding because they did not receive the Notice of Hearing by mail. The Landlord subsequently saw it was uploaded in the Board's online portal after he received the order dismissing the application. The Landlord had relied on correspondence from the Board which stated that the Notice of Hearing would be sent by email.
2. The Landlord and Tenant Board Interpretation Guideline 8 states that "*The LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceeding or the requestor was not reasonably able to participate in the proceeding*".
3. The courts have enjoined that the phrase "not reasonably able to participate" should be interpreted broadly to ensure natural justice and, where a party shows that they genuinely intended to participate in a hearing but were prevented from so doing, then they should be entitled to a hearing through the review process.
4. Based on the submissions, I am satisfied that the Landlord was not reasonably able to participate in the proceeding.

### **The Application**

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,450.00.
8. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: \$1,450.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to March 31, 2023 are \$17,400.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
13. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The amount outstanding is substantial, and the Tenant has not paid any rent since the application was filed.

**It is ordered that:**

1. The request to review order LTB-L-028927-22 issued on February 1, 2023. The order cannot be enforced.
2. The interim order issued on February 28, 2023, is cancelled, and replaced with this order.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$17,586.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$19,036.00 if the payment is made on or before April 10, 2023. See Schedule 1 for the calculation of the amount owing.
5. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 10, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
  6. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 10, 2023**
  7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,137.07. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
  8. The Tenant shall also pay the Landlord compensation of \$47.67 per day for the use of the unit starting March 22, 2023 until the date the Tenant moves out of the unit.
  9. If the Tenant does not pay the Landlord the full amount owing on or before April 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 11, 2023 at 5.00% annually on the balance outstanding.
  10. If the unit is not vacated on or before April 10, 2023, then starting April 11, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
  11. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 11, 2023.

**March 30, 2023****Date Issued**\_\_\_\_\_  
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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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 11, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1 SUMMARY OF CALCULATIONS****A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2023**

Rent Owing To March 31, 2023	\$17,400.00
Application Filing Fee	\$186.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,586.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 10, 2023**

Rent Owing To April 30, 2023	\$18,850.00
Application Filing Fee	\$186.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$19,036.00</b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$16,951.07
Application Filing Fee	\$186.00
<b>Total amount owing to the Landlord</b>	<b>\$17,137.07</b>
Plus daily compensation owing for each day of occupation starting March 22, 2023	\$47.67 (per day)