



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

Citation: Guzyk v Hillman, 2023 ONLTB 28123

Date: 2023-03-30

File Number: LTB-L-049068-22

In the matter of: B, 238 ELM ST S
TIMMINS ON P4N1X1

Between: Jordan William Guzyk Landlord

And

Brad Hillman Tenant

Jordan William Guzyk (the 'Landlord') applied for an order requiring Brad Hillman (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2023 at 1:00 p.m.

Only the Landlord attended the hearing.

As of 2:57 p.m., 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 Certificate of Service dated August 29, 2022 indicates that the N4 Notice to End your Tenancy For Non-Payment of Rent, (the N4 Notice”) was served on the Tenant via “email”.
2. The Landlord testified that he purchased the rental property April 15, 2022. The Landlord submitted that the previous landlord had communicated with the Tenant only via Facebook and by phone and that he, as the new Landlord, had continued this practice. The Landlord submitted several examples of communicating with the Tenant via phone/text message.
3. Landlord and Tenant Board Rules of Procedure Rule 3(1)(h) provides that a document may only be served on a person by “email if the person or party receiving it has consented in writing to service by email”.
4. In this case there was no evidence that the Tenant expressly consented to receiving documents from the Landlord by email.

5. Section 191(2) of the *Residential Tenancies Act, 2006* (“Act”) provides that a notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period.

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6. In this case there was no evidence to establish that the Tenant actually received the N4 by email.
7. As a result of the defect with the service of the N4 Notice, the Board cannot issue an order terminating the tenancy. The Landlord requested that the Board issue an order for arrears of rent only without terminating the tenancy. I consented to this request.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The Tenant did not pay the total rent they were required to pay for the period from June 1, 2022 to March 31, 2023.
10. The lawful rent is \$1,200.00. It is due on the 1st day of each month.
11. The Tenant has paid \$2,400.00 to the Landlord after the application was filed.
12. The rent arrears owing to March 31, 2023 are \$9,000.00.
13. The Landlord incurred costs of \$186.00 for filing the application but is not seeking an order for that cost.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,000.00. This amount includes rent arrears owing up to March 31, 2023
2. 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.

March 30, 2023

Date Issued

Peter Pavlovic
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.