



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

Citation: Arena v Pizzoferrato, 2023 ONLTB 27919

Date: 2023-03-27

File Number: LTB-L-048951-22

In the matter of: H, 54 TAYSIDE PVT Ottawa
ON K2J2T3

Between: Ivo Arena Landlord

And

Gianluca Pizzoferrato and Jessica Longo Tenant

Ivo Arena (the 'Landlord') applied for an order requiring Gianluca Pizzoferrato and Jessica Longo (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 4:31 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.

Preliminary Issue:

1. On the Board's initiative I asked the Landlord about the service of the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Landlord replied that on August 5, 2022 he mailed the notice via Canada Post and that the notice had a termination date of August 23, 2023.
2. The Residential Tenancies Act, 2006 (the "Act") states the following:

Regarding Service of the Notice

Section 191 (3) states the following:

"A notice or document given by mail shall be deemed to have been given on the fifth day after mailing"

Termination Date

Section 59 (1) (b) states the following:

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“If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

(b) the 14th day after the notice is given, in all other cases.”

3. In this case the date of service of the Notice is deemed to be August 10, 2022. The notice specifies a termination date of August 23, 2022, which contrary to Section 50 of the Act is 1 day short – thus is invalid.
4. The Landlord was presented with an option to withdraw the application or convert the application to an L9 Application to Collect Rent the Tenant Owes (the “L9 Application”).
5. The Landlord elected to convert the application to a L9 application.

Determinations:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Tenant did not pay the total rent they were required to pay for the period from July 1, 2022 to March 31, 2023 .
3. The lawful rent is \$1,750.00. It is due on the 1st day of each month.
4. The Tenant has paid \$12,300.00 to the Landlord after the application was filed.
5. The rent arrears owing to March 31, 2023 are \$800.00
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$986.00. This amount includes rent arrears owing up to March 31, 2023 and the cost of the application.

2. If the Tenant does not pay the Landlord the full amount owing on or before April 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2023 at 5.00% annually on the balance outstanding.

March 27, 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.

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