



**Order under Section 69  
Residential Tenancies Act, 2006**

**Citation:** King Club Residences/Rhapsody Property Management v Baptiste, 2023 ONLTB 27700

**Date:** 2023-03-24

**File Number:** LTB-L-048260-22

**In the matter of:** 1325, 1100 KING ST W  
TORONTO ON M6K0C6

**Between:** King Club Residences/Rhapsody Property Management Landlord

**And**

Sheenique Baptiste Tenant

King Club Residences/Rhapsody Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Sheenique Baptiste (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 15, 2023.

The Landlord's representative Sam Ursino and the Tenant attended the hearing.

The Tenant declined to speak with Tenant Duty Counsel.

**Determinations and Reasons:**

Preliminary Issues:

*Address of the Rental Unit*

1. On the date of the hearing, the Tenant took the position that the N4 notice of termination served by the Landlord contains a fatal flaw, requesting the matter be dismissed.
2. The Tenant said that the address of the rental unit identified on the N4 notice is incomplete as it did not identify the tower "B".

3. Both parties confirmed the lease agreement identifies the rental unit as indicated on the N4 notice.
4. Based on the evidence before the Board, I am satisfied the rental unit on the N4 notice of termination complies with s.43 (1)(a) of the *Residential Tenancies Act, 2006* (the 'Act').

*Tenant's Section 82 Claims*

5. On the date of the hearing, the Tenant attempted to raise issues under S.82 of the Act which states:

82 (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

- (a) complies with the requirements set out in subsection (2); or
- (b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2).

(2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
  2. The notice shall be given within the time set out in the Rules.
  3. The notice shall be given in writing and shall comply with the Rules.
6. The Board file contains a submission uploaded March 9, 2023 and dated March 5, 2023, that includes a s.82 form with various allegations that Tenant intended to raise at the hearing.
  7. However, the Tenant testified that she did not realize that she was required to provide the s.82 form with details of the allegations to the Landlord at least 7 days before the hearing. The Tenant declined to speak with Tenant Duty Counsel prior to the hearing and did not seek an adjournment.
  8. Rule 19.4 of the Rules of Procedure of the Landlord and Tenant Board states:

"Unless the LTB directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during an application about rent arrears shall provide the other parties and the LTB the following at least 7 days before the scheduled CMH or hearing:

1. A written description of each issue the tenant intends to raise; and ..."

9. The Tenant did not provide the Landlord with any description of the issues prior to the hearing. The Landlord was not prepared to address the evidence submitted by the Tenant. I do not find that the Landlord would be able to have a fair hearing without knowing what the case against them was. As the Tenant did not meet the disclosure requirements set out in s. 82(1) of the Act and Rule 19.4 and could not provide a satisfactory explanation for her failure to do so. I did not permit the Tenant to raise her maintenance issues. The Tenant is entitled to raise these issues by filing her own application at the Board.

#### N4 Notice/L1 Application

10. 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.
11. As of the hearing date, the Tenant was still in possession of the rental unit.
12. The lawful rent is \$2,413.00. It is due on the 1st day of each month.
13. Based on the Monthly rent, the daily rent/compensation is \$79.33. This amount is calculated as follows: \$2,413.00 x 12, divided by 365 days.
14. The Tenant has not made any payments since the application was filed.
15. The rent arrears owing to March 31, 2023 are \$25,394.00.
16. Although the Tenant initially disputed the amount of arrears owed to the Tenant and following a detailed review of the monthly payments, the Tenant provided no evidence to support the proposition that she did not owe the claimed amount to the Landlord.
17. The Tenant said she is unemployed and did not dispute the fact that the arrears are significant and she is unable to make rental payments and payment of arrears.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. Although the Landlord has no record of a last month's rent deposit, the Tenant's submissions suggest otherwise. The Landlord agreed to the amount of \$1,132.50, collected May 3, 2021 as deposit for the last months rent. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
20. The Landlord said the significant arrears impacts the Landlord's ability to provide various services to the Tenants and the Landlord requires the rent to support the services.

#### Relief from Eviction

21. I turned my mind to the circumstances of the Tenant.

22. The Tenant said that she is not employed, receiving benefits and has a “high risk pregnancy.” The Tenant said her minor child lives in the rental unit. The Tenant said she has been looking for alternative accommodations but the rents are too high. She said that she made application to approximately 20 units, without success. The Tenant also said she does not have any family or friends who could provide alternative accommodation. The Tenant requests relief of one year to allow her time to make arrangements.
23. 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 postpone the eviction until April 30, 2023 pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$25,580.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$27,993.00 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.
3. 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 30, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 30, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$23,205.12. 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.
6. The Tenant shall also pay the Landlord compensation of \$79.33 per day for the use of the unit starting March 16, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

9. If the unit is not vacated on or before April 30, 2023, then starting May 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 May 1, 2023.

**March 24, 2023**

**Date Issued**

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Dana Wren

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 November 1, 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	\$25,394.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$25,580.00</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 30, 2023**

Rent Owing To April 30, 2023	\$27,807.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$27,993.00</b>

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

Rent Owing To Hearing Date	\$24,170.95
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,132.50
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$19.33

<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$23,205.12</b>
Plus daily compensation owing for each day of occupation starting March 16, 2023	\$79.33 (per day)