



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

Citation: Manitoulin-Sudbury DSB v Hansson, 2023 ONLTB 26496

Date: 2023-03-21 **File Number:**
LTB-L-026434-22-RV

In the matter of: 205, 410 BELL ST MASSEY
ON P0P1P0

Between: Manitoulin -Sudbury DSB Landlord

And

Steven Hansson Tenant

Review Order

Manitoulin-Sudbury DSB (the 'Landlord') applied for an order to terminate the tenancy and evict Steven Hansson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This L1 application was resolved by order LTB-L-026434-22 issued on January 17, 2023.

On January 20, 2022, the Landlord requested a review of the order, alleging that he was not reasonably able to participate in the hearing held on January 17, 2023.

On January 23, 2023 an Interim Order was issued directing the matter to a review hearing.

The request-to-review was heard by videoconference on February 13, 2023.

Only the Landlord Kristian Thorne attended the hearing.

As of 11:42 a.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:

Request-to-Review

1. The Landlord agent responsible to attended the hearing scheduled for January 16, 2023 in room VC#119 was also scheduled to attended another LTB hearing in respect of LTB-L-026601-22 at the same time in hearing room VC#115.
2. Upon signing in with the moderator the Landlord's agent provided both file numbers to be heard that morning. The moderator advised the file number for this file was not on the docket. The moderator referred the matter to the Dispute Resolution Officer (DRO) for confirmation, the DRO then advised the hearing was occurring in a different hearing room.
3. The Landlord's agent was not aware that two hearings could be taking place simultaneously. The Landlord's agent attended the hearing room of the other matter LTB-L-026601-22 and upon returning at 9:54 a.m. the matter in respect of this application had been dismissed as abandoned at 9:37 a.m.
4. The Board order of January 17, 2023 notes the arrival time of the Landlord's agent and dismissal time as noted.
5. In the review request before me, I find that on a balance of probabilities, the Landlord was not reasonably able to participate in the January 16, 2023 hearing. The request-to-review was therefore granted, and I directed the matter to a re-hearing of the L1 application, *de novo*.

L1 Application – de novo

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$940.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$30.90. This amount is calculated as follows: \$940.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to February 28, 2023 are \$12,220.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
14. I have considered all of 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 Tenant failed to attend the hearing to provide evidence of their circumstances and the Landlord is unaware of any circumstances that would cause me to delay or deny an eviction.

15. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord's request to review is granted.
2. LTB-L-026434-22 issued on January 17, 2023 is cancelled and replaced by the following:
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:**
 - \$13,346.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,286.00 if the payment is made on or before April 1, 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 1, 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 1, 2023**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,867.70. 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 \$30.90 per day for the use of the unit starting February 14, 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 1, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 2, 2023 at 5.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before April 1, 2023, then starting April 2, 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 2, 2023.

March 21, 2023

Date Issued

Alicia Johnson
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 2, 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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	\$13,160.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$13,346.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 1, 2023

Rent Owing To April 30, 2023	\$14,100.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$14,286.00

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

Rent Owing To Hearing Date	\$11,681.70
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$
Less the amount of the interest on the last month's rent deposit	- \$0.00

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Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$11,867.70
Plus daily compensation owing for each day of occupation starting February 14, 2023	\$30.90 (per day)