



## Order under Section 87 Residential Tenancies Act, 2006

**Citation:** DUTT v LAKATOS, 2023 ONLTB 22551

**Date:** 2023-03-10

**File Number:** LTB-L-058879-22

**In the matter of:** 613, 33 ELM DRIVE WEST  
MISSISSAUGA ON L534M2

**Between:** SHIBASHIS DUTT Landlord

**And**

LUCY LAKATOS Tenants  
TOMAS STEVEN LAKATOS

SHIBASHIS DUTT (the 'Landlord') applied for an order to terminate the tenancy and evict LUCY LAKATOS and TOMAS STEVEN LAKATOS (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 14, 2023. The Landlord and the Landlord's representative, J. Richard Forget, attended the hearing. As of 4:30 pm, the Tenants were 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. On June 15, 2022 the Landlord sent via courier and emailed to the Tenants a Notice to End the Tenancy Early for Non-payment of Rent (N4 Notice) with a termination date of June 28, 2022. In accordance with the Board's Rule of Procedure 3.9, the N4 was deemed served to the Tenants via email on June 15, 2022 and via courier on June 16, 2022. The Landlord therefore provided 13 days notice of termination to the Tenants for this monthly tenancy. This period of notice does not comply with s. 59(1)(b) of the *Residential Tenancies Act, 2006* (the 'Act'). I therefore find that the N4 is defective, and I am unable to consider a termination of the tenancy pursuant to s. 69(1) of the Act.
2. The Landlord's application may however be considered for rent arrears only, pursuant to s. 87(1) of the Act. The Landlord's representative submitted that the Landlord requests that the Board proceed with the L1 application for rent arrears only. I was satisfied that the Landlord's representative understood the implications of this request. I therefore granted the Landlord's request.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,000.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to February 28, 2023 are \$28,000.00.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,000.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. As provided in paragraph 1 above, termination of the tenancy will not be considered in this application.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$28,201.00. This amount includes rent arrears owing of \$28,000.00 as of February 28, 2023, and \$201.00 for the cost of filing the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before March 21, 2023, the Tenants will start to owe interest. This will be simple interest calculated from March 11, 2023 at 5.00% annually on the balance outstanding.

**March 10, 2023**  
**Date Issued**

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Frank Ebner  
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.