



## Order under Sections 69 and 87 Residential Tenancies Act, 2006

**Citation:** VJ PROPERTY MANGEMENT INC v PALMER, 2023 ONLTB 18810

**Date:** 2023-02-15

**File Number:** LTB-L-056857-22

**In the matter of:** 907, 70 EAST STREET  
SAULT STE MARRIE ONTARIO P6A6M1

**Between:** VJ PROPERTY MANGEMENT INC Landlord

**And**

THERESA PALMER Tenant

VJ PROPERTY MANGEMENT INC (the 'Landlord') applied for an order to terminate the tenancy and evict THERESA PALMER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 31, 2023.

Only the Landlord's Agent Ragi Mashi 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. Since the Tenant did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

### Determinations:

1. At the hearing the Landlord's Agent relied on oral submissions and referred to documents to support their application.

#### Preliminary Issue

2. As a preliminary issue, I pointed out to the Landlord's Agent that the Certificate of Service for the N4 Notice of Termination indicates the Notice was mailed to the Tenant. I further pointed out the area on the Certificate of Service for the address the Notice was mailed to was left completely blank. I asked where the person was that filled out the Certificate of Service and the Landlord's Agent replied that he was away and therefore not present.
3. Given the Certificate of Service did not set out an address where the N4 Notice was mailed, I was not satisfied the Tenant received it. I explained to the Landlord's Agent that in the absence of evidence the Tenant was served with the N4 Termination Notice, eviction

would not be considered on their application. I further explained to the Landlord's Agent that they could withdraw their application or proceed for an order for rent arrears only.

4. The Landlord's Agent openly contemplated an attempt to have the person who filled out the Certificate of Service attend the hearing to give evidence but in the same moment changed course and advised me they wanted to proceed for an order for the arrears of rent only.

Arrears Application

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$833.50. It is due on the 1st day of each month.
7. The Tenant has paid \$8,752.00 to the Landlord since the application was filed.
8. The rent arrears owing to January 31, 2023 are \$2,083.50.
9. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$2,284.50. This amount includes rent arrears owing up to January 31, 2023 and the cost of the application. See Schedule 1 for a calculation of this amount.
2. If the Tenant does not pay the Landlord the full amount owing on or before February 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 27, 2023 at 5.00% annually on the balance outstanding.

**February 15, 2023**

**Date Issued**

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John Cashmore

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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay for arrears of rent to January 31, 2023**

Rent Owing To January 31, 2023	\$10,835.50
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$8,752.00
<b>Total amount owing to the Landlord</b>	<b>\$2,284.50</b>