



Order under Section 69 Residential Tenancies Act, 2006

Citation: KHAN v LEPORE, 2023 ONLTB 18795

Date: 2023-02-14

File Number: LTB-L-056844-22

In the matter of: 4, 673 MAIN STREET EAST
HAMILTON ONTARIO L8M1K1

Between: RIAZ KHAN Landlord

And

ABNER LEPORE Tenant

RIAZ KHAN (the 'Landlord') applied for an order to terminate the tenancy and evict ABNER LEPORE (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 Riaz Khan attended the hearing.

As of 3:31p.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 relied on oral submissions and referred to documents to support their application.
2. The Landlord served the Tenant with a 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$685.00. It is due on the 1st day of each month. The Landlord's repeated evidence was the monthly rent was \$685.00. I pointed out to the Landlord that the N4 Notice stipulated the monthly rent was \$683.00 and that based on his evidence the N4 Notice was defective as it did not set out the correct monthly rent.
5. I explained the options available to the Landlord and held the matter down so that he could consider his options and decide how he wished to proceed based on the N4 Notice being defective. When I recalled the file, I explained again to the Landlord he could withdraw his application or proceed for an order for the rent arrears only. The Landlord responded

several times that he would leave that decision to me and I explained that I could not decide for him and that it was his decision to make. After some time, the Landlord advised he would proceed for an order for the rent arrears.

6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to January 31, 2023 are \$6,161.00.
8. 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 \$6,362.00. 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 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 26, 2023 at 5.00% annually on the balance outstanding.

February 14, 2023

Date Issued

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 rent arrears owing to January 31, 2023

Rent Owing To January 31, 2023	\$6,161.00
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$6,362.00