



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

**Citation:** Reda v Crawford, 2023 ONLTB 19217

**Date:** 2023-02-10

**File Number:** LTB-L-035460-22

**In the matter of:** 398 ALMAS COMMON  
BURLINGTON ON L7R0A5

**Between:** Gino Reda Landlord

**And**

Paul Crawford Tenant

Gino Reda (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Crawford (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2023. The Landlord's Legal Representative, J. Greenway, and the Tenant attended the hearing.

**Preliminary Issues:**

The Tenant requested an adjournment to enable him to file an Application about Tenant Rights (T2) against the Landlord.

Section 183 of the *Residential Tenancies Act, 2006* ('the Act') provides that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

The Tenant's request was denied as it is not reasonable to adjourn the application to an unknown future date for an application that is yet to be prepared or filed with the Board. I am satisfied that the Tenant received the Notice of Hearing three weeks prior to the hearing and was aware of the issues in the application.

**Determinations:**

1. 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.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on November 7, 2022.
4. The rent arrears are calculated up to the date the Tenant vacated the unit.
5. The lawful rent is \$2,200.00.

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6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to November 7, 2022, inclusive of the costs of \$186.00 for filing the application, are \$11,692.30.
8. The Tenant agreed that he owed the arrears claimed and requested a repayment agreement. As the tenancy terminated on November 7, 2022, the Board has no jurisdiction to permit a repayment agreement.
9. The Tenant did not dispute the Landlord's claim that the last month's rent deposit was applied to the month of May 2022 at the Tenant's request.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of November 7, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$11,692.30. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 12, 2023 at 5.00% annually on the balance outstanding.

**February 10, 2023**

**Date Issued**

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Member, Landlord and Tenant Board

15 Grosvenor St, 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.

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**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$11,506.30
Application Filing Fee	\$186.00
<b>Total amount owing to the Landlord</b>	<b>\$11,692.30</b>