



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

**Citation:** Parkdale Apartment Nominee 1 Inc. v Permesar, 2023 ONLTB 20386

**Date:** 2023-02-09

**File Number:** LTB-L-034799-22

**In the matter of:** 901, 200 JAMESON AVE  
TORONTO ON M6K2Z6

**Between:** Parkdale Apartment Nominee 1 Inc. Landlord

**And**

Deonairine Permesar Tenant

Parkdale Apartment Nominee 1 Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Deonairine Permesar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 1, 2023 at 1:00 p.m.

The Landlord, represented by Mark Ciobotaru, a licensed Paralegal and the Tenant, who was self-represented, attended the hearing.

### **Preliminary Issue 1:**

1. During the later portion of the hearing the Tenant requested an adjournment. He claimed to not have received any documentation regarding this hearing yet he was before us to dispute the claims being made by the Landlord. The Tenant sought time to seek legal assistance with the hearing and he claims that he had an array of medical issues that may have caused him to not be able to participate in the hearing, that he has a "lack of memory", that he is unable to "focus", he has problems breathing and that he requires heart surgery. The Tenant did not provide any documentation to support his claims.
2. In light of the medical issues raised by the Tenant I reserved on my decision and provided the Tenant with 7 days, up to February 8, 2023, to submit to the Board, with copy to the Landlord's representative, medical documentation that would support his claim of not being able to participate appropriately in the hearing. If medical documentation was supplied to the Board that supported his claim that he was not able to participate at the hearing due to a disability, it was agreed that the hearing would be reconvened in order to determine next steps. If medical documentation to support his submission was not received by the date indicated, the Tenant was informed that the file would be adjudicated based on the information submitted.

I was satisfied that the Tenant clearly understood the instructions. The Tenant indicated that he wrote them down in order to ensure remembered them.

Communication to the Board regarding the adjournment request

3. On February 3, 2023 – 12:10 p.m. the Board received an email, that was not copied to the Landlord's representative, indicating that he had called his doctor 3 times and was unable to reach her
4. On February 6, 2023 – 10:02 a.m., the Tenant again wrote to the Board indicating that he was unable to reach his Doctor.
5. On February 6, 2023 – 10:26. a.m. the Tenant forward an undated letter from Dr. Julian Dalgliesh, indicating that he is currently under their care for several medical conditions and requires frequent follow-up and testing at the Doctor's clinic over the next 6-12 months.
6. The medical documentation that has been supplied to the Board does not support the Tenant's submission that his medical conditions did not allow him to participate in the hearing. Accordingly the application will proceed on the submissions received regarding the rental arrears.

#### **Preliminary Issue 2:**

1. The Tenant disputed that he was served with a N1 – Notice of Rent Increase.
2. The Landlord's representative submitted a copy of a N1 – Notice of Rent Increase dated July 1, 2022. The rent increase notice provided that the Tenant's rent increased \$17.38, 1.2%, from \$1,499.00 to \$1,466.38 effective July 1, 2022
3. The Landlord's representative submitted a Certificate of Service dated March 24, 2022, signed by Erwin Sagpan, which indicated that he had served the N1 – Notice of Rent Increase on March 24, 2022 by placing the document under the door of the rental unit or through a mail slot in the door.
4. The Landlord's representative had Erwin Sagpan attend the hearing. At the hearing Erwin Sagpan testified that he served the N1 – Notice of Rent Increase on March 24, 2022 by placing the document under the door of the rental unit.
5. Based on the facts presented I am satisfied that the Landlord had appropriately served the Tenant with a valid rent increase that was effective July 1, 2022

#### **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. As of the hearing date, the Tenant was still in possession of the rental unit.

3. The lawful rent is \$1,466.38. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.21. This amount is calculated as follows:  $\$1,466.38 \times 12$ , divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$23,312.70.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,449.00 from the Tenant 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.
9. Interest on the rent deposit, in the amount of \$53.71 is owing to the Tenant for the period from February 1, 2021 to February 1, 2023.
10. 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 has not made any effort to pay any rent for approximately 16 months and has accumulated a significant amount of rental arrears. The Tenant has not presented any compelling information that would warrant delaying and or denying the termination of the tenancy.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$23,498.70 if the payment is made on or before February 20, 2023. See Schedule 1 for the calculation of the amount owing.
3. 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 February 20, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 February 20, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,577.82. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$48.21 per day for the use of the unit starting February 2, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 20, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before February 20, 2023, then starting February 21, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 February 21, 2023.

**February 9, 2023**

**Date Issued**

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Peter Pavlovic

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 August 21, 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.

**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 February 20, 2023**

Rent Owing To February 28, 2023	\$23,312.70
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$23,498.70</b>

**B. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$21,894.53
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,449.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$53.71
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$20,577.82</b>
Plus daily compensation owing for each day of occupation starting February 2, 2023	\$48.21 (per day)