



## Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

**Citation:** 1912802 ONTARIO INC v ALKHOURY, 2023 ONLTB 16145

**Date:** 2023-01-23

**File Number:** LTB-L-054271-22-RV

**In the matter of:** 202, 2345 UNIVERSITY AVENUE WEST  
WINDSOR ON N9B 1E8

**Between:** 1912802 ONTARIO INC Landlord

**And**

Levi Alkhoury Tenant

### Review Order

1912802 ONTARIO INC (the 'Landlord') applied for an order for Levi Alkhoury (the 'Tenant') to compensate the Landlord because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-054271-22 issued on November 17, 2022.

On December 18, 2022, the Landlord requested a review of the order.

On December 20, 2022 interim order LTB-L-054271-22-RV-IN was issued, staying the order issued on November 17, 2022.

This application was heard by videoconference on January 11, 2023. Only the Landlord's legal agent, C. Chevalier, attended the hearing. As of 1:34 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. As a result, the hearing proceeded with only the Landlord's evidence.

### Determinations:

#### Request to Review

1. The Landlord's application was scheduled to be heard on October 27, 2022. The Landlord did not attend in support of the application, and it was dismissed as abandoned.
2. The Landlord's agent testified that she was previously represented but on September 26, 2022, her legal representative advised she could no longer represent the Landlord. The

Board's records show that the Landlord's legal representative was emailed the Notice of Hearing on October 17, 2022. When the Landlord's legal agent received the final order via email, she filed a request to review immediately.

3. I find that the Landlord was not reasonably able to participate in the hearing. The evidence before me is that the Notice of Hearing was sent to the Landlord's legal representative via email on October 17, 2022, but she was no longer representing the Landlord at the time it was sent. I also find that the Landlord's legal agent acted diligently once she discovered she missed the hearing and filed a request to review within days of receiving the final order.
4. On this basis, I am satisfied that the Tenant did not have a reasonable opportunity to participate in the proceedings. As a result, the order is cancelled, and the Landlord's application was heard afresh.

De Novo

5. The Landlord filed the application for arrears on May 31, 2022. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on August 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
7. The lawful rent is \$1,150.00. It was due on the 1st day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to August 31, 2022 are \$4,600.00.
10. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,150.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

**It is ordered that:**

1. Order LTB-L-054271-22 issued on November 17, 2022 is cancelled and replaced with the following:
2. The tenancy between the Landlord and the Tenant is terminated as of August 31, 2022, the date the Tenant moved out of the rental unit
3. The Tenant shall pay to the Landlord **\$3,641.81**. 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. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 3, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2023 at 5.00% annually on the balance outstanding.

**January 23, 2023**  
**Date Issued**

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**Camille Tancioco**  
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.

\*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.

**Schedule 1  
SUMMARY OF CALCULATIONS**

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

Rent Owing To Move Out Date	\$4,600.00
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	- \$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	- \$1,150.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$9.19
<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>\$3,641.81</b>