



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

Citation: DD ACQUISTIONS PARTNERSHIP v Pouliot, 2022 ONLTB 14166

Date: 2022-12-14

File Number: LTB-L-017847-22-RV

In the matter of: 207, 2495 LAKE SHORE BLVD W
ETOBICOKE ON M8V1C5

Between: DD ACQUISTIONS PARTNERSHIP Landlord

And

Paul Pouliot Tenant

Review Order

DD ACQUISTIONS PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Pouliot (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-017847-22 issued on October 19, 2022.

On November 8, 2022, the Landlord requested a review of the order.

On November 10, 2022 interim order LTB-L-017847-22-RV-IN was issued.

This application was heard in by videoconference on December 5, 2022.

Only the Landlord's Representative, Sophia Enriques attended the hearing.

Determinations:

1. The Landlord had no access to their files on October 11, 2022 which contained the access codes to the virtual hearing and details of their application. They also provided third party verification dated October 12, 2022 that supports IT issues existed and service was intermittent. I'm satisfied the Landlord intended to participate in the hearing but was prevented by unforeseen circumstances in which they had no control to correct. This is not a situation of lack of due diligence but a technology issue that was unexpected on October 11, 2022 which prevented the Landlord from participating in the hearing.
2. On the basis of the submissions made in the request, I am satisfied the Landlord was not reasonably able to participate in the proceeding.
3. 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.

4. The Tenant vacated on August 31, 2022 based on an N9 Notice of termination which the Landlord accepted.
5. The lawful rent is \$1,750.00. It is due on the first day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to August 31, 2022 is \$13,116.92.
8. The Landlord is not entitled to NSF bank and related administration charges for automatic withdrawal. The language in Section 87(5) of the *Residential Tenancies Act, 2006* (the 'Act') is express and unambiguous and only allows for "NSF cheques".
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1750.00 from the Tenant as per their L1/L9 Update sheet. 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.
11. The Landlord owes the Tenant interest on the deposit from June 1, 2022 to August 31, 2022 in the amount of \$5.29.

It is ordered that:

1. Order LTB-L-017847-22 issued on October 19, 2022 is cancelled.
2. The Tenant shall pay to the Landlord \$11,547.63. This amount includes rent arrears owing up to August 31, 2022 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.
3. If the Tenant does not pay the Landlord the full amount owing on or before December 23, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 24, 2022 at 4.00% annually on the balance outstanding.

December 14, 2022

Date Issued

Sandra Macchione
, 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 as the tenancy is terminated

Rent Owing To Move Out Date	\$13,116.92
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$5.29
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$11,547.63