



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

**Citation:** Homestead Land Holdings Limited v Whaley, 2022 ONLTB 13574

**Date:** 2022-12-13

**File Number:** LTB-L-020843-22

**In the matter of:** 170, 1560 ADELAIDE ST N  
LONDON ON N5X2C1

**Between:** Homestead Land Holdings Limited Landlord

**And**

Darryl Whaley Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Darryl Whaley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 26, 2022.

Only the Landlord's representative T. Rose attended the hearing.

As of 11:01am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. As a result, the hearing proceeded with only the Landlord's evidence.

**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 Vendor sold the building on September 7, 2022. Rent arrears are calculated up to the date the building was sold. The Landlord advised by way of post-hearing submissions that the Landlord and the new purchaser agreed in the Agreement of Purchase and Sale that the Landlord was granted the right to continue to pursue any existing applications before the Board.
4. The lawful rent is \$888.16. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to September 7, 2022 are \$6,004.52.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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8. The Landlord is not in possession of a last month's rent deposit

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$6,190.52. This amount includes rent arrears owing up to the date the building was sold and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before December 26, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 27, 2022 at 4.00% annually on the balance outstanding.

**December 13, 2022**

**Date Issued**

\_\_\_\_\_  
Peter Nicholson

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**

Rent Owing To September 7, 2022	\$6,004.52
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	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord</b>	<b>\$6,190.52</b>

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