



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

**Citation:** Weston Property Management v Moore, 2022 ONLTB 12366

**Date:** 2022-11-21

**File Number:** LTB-L-009691-22-RV

**In the matter of:** 202, 1775 WESTON RD  
YORK ON M9N3P8

**Between:** Weston Property Management Landlord

**And**

Len Moore Tenant

**Review Order**

Weston Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Len Moore (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-009691-22 issued on August 29, 2022.

On October 3, 2022, the Tenant requested a review of the order and that the order issued August 29 2022 be stayed until the request to review the order is resolved.

On October 4, 2022, interim review order was issued which stayed order LTB-L-009691-22 issued August 29, 2022.

This review was heard by videoconference on November 10, 2022.

The Landlord's Legal Representative Allistair Trent, the Landlord's Agent Melody O'Connor, the Tenant and the Tenant's Agent Sue Lynn Bennett attended the hearing. During the hearing, the Tenant either hung up the phone or was disconnected from the hearing. The Landlord's Agent had security personnel attend the Tenant's unit a number of times during the hearing to assist the Tenant in remaining connected to the hearing via phone.

During the hearing, the Tenant also requested that Sue Lynn Bennett, who the Tenant identified as his daughter/caregiver, assist the Tenant. The Landlord's Legal Representative opposed this request stating Sue Lynn Bennett was in fact not the Tenant's daughter/caregiver. As I had difficulty hearing the Tenant, Sue Lynn Bennett repeated what was being said during the hearing.

**Determinations:**

1. The Tenant's request for a review is based on the grounds of being not reasonably able to participate in the proceedings. In his request for review and at the hearing, the Tenant says that he is 80 years old, has memory issues and has trouble reading.

2. The Tenant submitted that he attended in person to the LTB's office on Sheppard Avenue in Toronto to participate in the hearing but was told that the hearing was by phone or video only.
3. During the hearing, the Tenant acknowledged receipt of the notice of hearing but stated he did not understand it and he was not well.
4. The Landlord's Legal Representative submitted that the Tenant was not present at the hearing but that he was aware of the hearing as the Tenant states he attended an office of the LTB on the day of the hearing only to be told the hearing was conducted by phone or video only.
5. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
6. Interpretating this situation broadly, and for the reasons above, at the hearing I granted the Tenant's request for review. A hearing on the Landlord's application proceeded de novo (anew).

L1 Application:

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is now \$1,212.19 as at May 1, 2022. The rent was previously \$1,242.82. It is due on the 1st day of each month.
10. Based on the monthly rent, the daily rent/compensation is \$39.85. This amount is calculated as follows:  $\$1,212.19 \times 12$ , divided by 365 days.
11. The Tenant has paid \$4,000.00 to the Landlord since the application was filed.
12. The rent arrears owing to November 30, 2022 are \$8,887.17.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,242.82 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.
15. Interest on the rent deposit, in the amount of \$12.83 is owing to the Tenant for the period from January 1, 2022 to November 10, 2022.
16. The Tenant stated that he has not paid rent to the Landlord because his two roommates have not paid him.
17. The Tenant submitted that he is quite elderly and would require three to four months to find alternative, affordable housing. The Landlord's Legal Representative submitted that there

are a number of squatters and other undesirable individuals residing in the rental unit, that police and other emergency personnel attend the rental unit several times per week for criminal activity or for medical emergencies, and that the Landlord has received numerous complaints regarding the Tenant. The residential complex is comprised of 250 units with a mix of various ages residing in the complex. The Landlord's Legal Representative submits that there is a serious issue regarding public safety should the Tenant's eviction be postponed.

18. The Landlord's Legal Representative stated that the Tenant has fired his Personal Support Workers and that he has had several health workers attempt to work with the Tenant but the Tenant has refused their assistance. The Landlord seeks a standard eviction order.
19. Although the rent arrears are substantial and there is evidence of the Tenant residing with individuals who are not welcome by the Landlord due to their behaviour, given the disclosed circumstances and due to the age and condition of the Tenant, in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006*, I find it would not be unfair to postpone eviction until January 6, 2023 pursuant to subsection 83(1)(b) of the Act. This will allow additional time for the Tenant to obtain alternative housing.
20. This order contains all of the reasons in this matter and no further reasons will be issued.

**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:**
  - \$9,073.17 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$10,285.36 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$11,497.55 if the payment is made on or before January 6, 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 January 6, 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 January 6, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,003.83. 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 \$39.85 per day for the use of the unit starting November 11, 2022 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 December 2, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 3, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 6, 2023, then starting January 7, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 January 7, 2023.

**November 21, 2022**  
**Date Issued**

Heather Chapple  
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 July 7, 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 November 30, 2022**

Rent Owing To November 30, 2022	\$12,887.17
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	- \$4,000.00
<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>\$9,073.17</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2022**

Rent Owing To December 31, 2022	\$14,099.36
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	- \$4,000.00
<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>\$10,285.36</b>

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 6, 2023**

Rent Owing To January 31, 2023	\$15,311.55
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	- \$4,000.00
<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>\$11,497.55</b>
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**D. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$12,073.48
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	- \$4,000.00
<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	- \$1,242.82
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$12.83
<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>\$7,003.83</b>
Plus daily compensation owing for each day of occupation starting November 11, 2022	\$39.85 (per day)