



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

Citation: Cao v Kinsbury, 2022 ONLTB 11730

Date: 2022-11-16

File Number: LTB-L-006506-22

In the matter of: 4, 174 BORLAND ST E
ORILLIA ON L3V2C3

Between: 2437130 Ontario INC Landlord

And

Tiffany Anne Kinsbury Tenant

2437130 Ontario INC (the 'Landlord') applied for an order to evict Tiffany Anne Kinsbury (the 'Tenant') because the Tenant failed to pay the rent that the Tenant owes.

This application was heard by videoconference on September 13, 2022. Only the Landlord's authorized agent, Katty To, attended the hearing. As of 9:32am, the Tenant was not present or represented although properly served with the notice of the hearing by the Board. There was no adjournment request on file and therefore the hearing proceeded with only the Landlord's uncontested evidence.

The application is amended to correct the name of the Landlord as listed on the N4 notice to 2437130 Ontario Inc.

Determinations:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Tenant did not pay the total rent they were required to pay for the period from October 1, 2021 to September 30, 2022.
3. The lawful rent as of August 1, 2022 is \$1,265.00. It is due on the 1st day of each month.
4. The Landlord confirmed that the Tenant has paid \$9,300.00 to the Landlord after the application was filed.
5. The rent arrears owing to September 30, 2022 are therefore \$916.00
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. At the hearing it became evident that the N4 Notice of termination is defective due to the Landlord listing the incorrect rent charged amount for December of 2021. The Landlord included an additional charge from a previous month that was still outstanding. The rent charged should have been \$1,250.00 for December of 2021 and not \$1,286.00. Since the N4 notice of termination is defective, I cannot order termination of the Tenancy.

8. The Landlord requested that the application be amended to an order for arrears only for the period ending September 30, 2022. The Board consented to the request and this order reflects the oral decision.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,102.00. This amount includes rent arrears owing up to September 30, 2022 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before November 27, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 28, 2022 at 4.00% annually on the balance outstanding.

November 16, 2022

Date Issued

Terri van Huisstede

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.