



Order under Section 69 Residential Tenancies Act, 2006

Citation: AIDERBROOK MANAGEMENT INC. v Torres, 2022 ONLTB 11619

Date: 2022-11-16

File Number: LTB-L-016886-22

In the matter of: 105, 2311 LAKESHORE BLVD W
TORONTO ON M8V1A6

Between: AIDERBROOK MANAGEMENT INC. Landlord

And

Guillermo Javier Torres Tenant

AIDERBROOK MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Guillermo Javier Torres (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 29, 2022.

Only the Landlord's agent, Abba Ali, attended the hearing.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$795.51.
4. Based on the Monthly rent, the daily rent/compensation is \$26.15. This amount is calculated as follows: \$795.51 x 12, divided by 365 days.
5. The Tenant has paid \$5,592.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$(23.43).
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$795.51 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.

9. Interest on the rent deposit, in the amount of \$107.01 is owing to the Tenant for the period from April 15, 2013 to September 29, 2022.

TENANT'S ARREARS

10. On the day of the hearing the Tenant had paid the Landlord the full amount of arrears claimed in the Landlord's application. The Tenant had over paid the arrears by \$23.43 and therefore had a credit on the arrears. The Landlord was seeking the filing fee to be paid by the Tenant. With the Tenant's credit applied to the filing fee, the Tenant would owe outstanding balance on the filing fee of \$162.57. The Landlord was not seeking eviction on this amount and made a submission for an order to collect the balance of the filing fee.
11. I granted the Landlord's request for the collection of the balance of the filing fee only and there is no termination with this order.
12. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations
13. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord the balance owing on the filing fee in the amount of \$162.57.
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

Greg Brocanier
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 May 28, 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.

