



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

**Citation:** 25 St.Dennis Inc v Shaffer, 2022 ONLTB 10983

**Date:** 2022-11-04

**File Number:** LTB-L-001805-22

**In the matter of:** 0100, 25 St Dennis Dr  
Toronto ON M3C1E6

**Between:** 25 St.Dennis Inc. Landlord

**And**

Norman Shaffer Tenant

25 St.Dennis Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Norman Shaffer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 4, 2022.

The Landlord's Representative Sharon Harris attended the hearing.

Nicole Harris appeared at the hearing from the Office of the Public Guardian and Trustee on behalf of the Tenant. She informed the Board that the Tenant was in the hospital and is awaiting transfer to a Long-Term Care Facility as he is unable to live independently due to his cognitive impairment.

**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 Tenant vacated the rental unit on July 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,202.16. It was due on the 1st day of each month.
5. The Tenant has paid \$4,804.64 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2022 are \$9,603.03.
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 \$1,219.04 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

9. The Office of the Public Guardian and Trustee became involved on March 11, 2022 and began the process of redirecting the Tenants CPP and OAS pensions.
10. Ms. Harris requested that the Landlord give consideration to the financial vulnerability of the Tenant and waive the arrears owing. The Landlord's Representative was sympathetic to the Tenants situation but was not willing to waive the arrears. Ms. Harris did not have instructions to enter into a discussion about repayment options.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of July 31, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$3,765.35. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is 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 November 15, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 16, 2022 at 4.00% annually on the balance outstanding.

**November 4, 2022**  
**Date Issued**

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Natalie James  
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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$9,603.03
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	- \$4,804.64
<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	- \$1,219.04
<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>\$3,765.35</b>