



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

**Citation:** 770 BROOKFIELD (P1) LIMITED PARTNERSHIP v Mensah, 2022 ONLTB 10399

**Date:** 2022-11-03

**File Number:** LTB-L-019999-22

**In the matter of:** B516-2, 770 BROOKFIELD RD  
OTTAWA ON K1V6J4

**Between:** 770 BROOKFIELD (P1) LIMITED PARTNERSHIP Landlord

**And**

David Mensah Tenant

2022 ONLTB 10399 (CanLII)

770 BROOKFIELD (P1) LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict David Mensah (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 25, 2022.

Only the Landlord's Legal Representative, Francisco Gomez, attended the hearing.

As of 2:04 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,050.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.52. This amount is calculated as follows: \$1,050.00 x 12, divided by 365 days.
5. The Tenant has paid \$6,436.00 to the Landlord since the application was filed.

6. The rent arrears owing to October 31, 2022, are \$1,914.00.
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 \$1,050.00 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. At the hearing, the Landlord's Legal Representative requested an order from the Board for the arrears owing up to October 31, 2022, as well as the filing fee. The Landlord's Legal Representative did not want an eviction clause included in the order.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**It is ordered that:**

1. The Tenant shall pay to the Landlord **\$2,100.00**. This amount includes rent arrears owing up to October 31, 2022, and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before November 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2022 at 4.00% annually on the balance outstanding.

**November 3, 2022**

**Date Issued**

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Michael Di Salle

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.