



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

Citation: Thurairajah v Racicot, 2022 ONLTB 10151

Date: 2022-10-27

File Number: LTB-L-030008-22

In the matter of: , 21 TIFFANY CRES
MARKHAM ON L3R3T9

Between: Rajasri Thurairajah Landlord

And

Daniel frank Edward Racicot, Linda Pauline Racicot Tenant

Rajasri Thurairajah (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel frank Edward Racicot, Linda Pauline Racicot (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 24, 2022.

The Landlord's representative Sriram Rangan and the Tenant 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. 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 3, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,650.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to July 3, 2022 are \$5,561.36.
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 \$2,650.00 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. Interest on the rent deposit, in the amount of \$22.10 is owing to the Tenant for the period from November 23, 2020 to July 03, 2022.

10. The Tenant did not dispute the rent arrears but requested to raise a number of issues pursuant to section 82 of the Residential Tenancies Act, 2006 (the 'Act').
11. The Landlord objected to this request arguing that the Tenant did not notify the Landlord of his intention to raise these issues and that they did not know what the issues were or what relief the Tenant would be seeking.
12. Section 82 of the Act provides that at a rent arrears hearing the Board shall permit the Tenant to raise any issue that could be the subject of an application made by the tenant if the tenant provides the landlord and the Board with advance disclosure of the issue and the evidence in accordance with the Board's rules or provides an explanation satisfactory to the Board explaining why the tenant could not comply with the disclosure requirements.
13. Rule 19.4 of the Rules of Procedure of the Landlord and Tenant Board states:

“Unless the LTB directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during an application about rent arrears shall provide the other parties and the LTB the following at least 7 days before the scheduled CMH or hearing: 1. A written description of each issue the tenant intends to raise; and ...”
14. The Tenant did not explain why she did not provide the Landlords with any details about the maintenance issues she intended to raise at the hearing other than that she needed more time to do so. I do not find that the Landlords could have a fair hearing without knowing the case against them. Therefore, I cannot consider the Tenant's section 82 issues, but she may file his own application to have these concerns considered by the Board.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 3, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord **\$3,075.26** . 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 7, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 8, 2022 at 2.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing on or before November 7, 2022, the Landlord will start to owe interest. This will be simple interest calculated from November 8, 2022 at 2.00% annually on the balance outstanding.

October 27, 2022

Date Issued

Percy Laryea

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.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing to Move Out Date	\$5,561.36
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,650.00
Less the amount of the interest on the last month's rent deposit	- \$22.10
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$3,075.26