



Order under Section 69 Residential Tenancies Act, 2006

Citation: D'Arcy v Chasi, 2022 ONLTB 9172

Date: 2022-10-25

File Number: LTB-L-007214-22

In the matter of: Basement, 314 BATHURST ST
TORONTO ON M5T2S3

Between: Anthony D'Arcy Landlord

And

Andrew Knot Chasi, Joseph Knot Chasi Tenants

Anthony D'Arcy (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Knot Chasi and Joseph Knot Chasi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

Only the Landlord attended the hearing.

As of 3:15 pm, the Tenants were 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 testified that he served the N4 Notice of Termination ('N4 notice') on the Tenants on January 15, 2022, which is the same date as the termination date on the N4 notice.
2. Section 59 (1) of the *Residential Tenancies Act, 2006* (the 'Act') sets out the requirements for an N4 notice as follows:

59 (1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

(a) the 7th day after the notice is given, in the case of a daily or weekly

tenancy; and

(b) the 14th day after the notice is given, in all other cases.

3. Because the Tenants were not given the required 14-day notice for a monthly tenancy, the N4 notice does not comply with section 59(1)(b) of the Act and is therefore invalid.
4. The Landlord requested to amend this application to an application for arrears only, without seeking eviction. I consented to the request to seek only arrears. There is no prejudice or unfairness to the Tenants since the N4 notice contemplates that arrears may be sought. The Landlord was aware that the Board's order would be only for arrears, which would have to be enforced in another jurisdiction such as small claims court in the event of any breach.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$1,710.00. It is due on the 1st day of each month.
7. The Tenants have paid \$9,420.00 to the Landlord since the application was filed.
8. The rent arrears owing to August 31, 2022 are \$3,070.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$3,070.00 which represents the amount of rent owing up to August 31, 2022.
2. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenants do not pay the Landlord the full amount owing on or before November 5, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 6, 2022 at 4.00% annually on the balance outstanding.

October 25, 2022

Date Issued

Donna Adams

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.