



**Order under Subsection 87(1)  
Residential Tenancies Act, 2006**

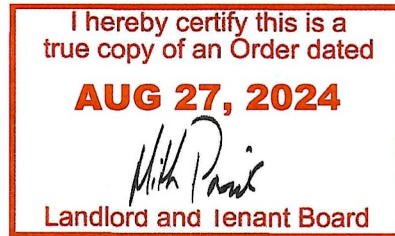
**File Number:** LTB-L-035974-24

**In the matter of:** 1, 7407 County Road 91  
Stayner ON L0M1S0

**Between:** Lilacpark Inc

**And**

Saverio Paonessa



Landlord

Tenant

Lilacpark Inc (the 'Landlord') applied for an order requiring Saverio Paonessa (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on August 20, 2024.

The Landlord's Agents es M. Crowe and L. Tran, the Tenant and the Tenant's Legal Representative D. Lyons attended the hearing.

**Determinations:**

Preliminary Issue: Section 82 Claims

1. Under section 82 of the Act and LTB Rule 19.4, the Tenant is permitted to raise maintenance issues at a rent arrears hearing by providing the Landlord with a list of the issues and the supporting evidence at least 7 days before the hearing. However, in this case the Landlord was not given advance notice of him raising this issue nor were any photos, documents or other evidence about these issues uploaded to the Board portal in advance of the hearing.
2. The Tenant vacated the rental unit on or before July 1, 2024 and did not provide any evidence of why he was not able to comply with the requirements of Rule 19.4.
3. Therefore, I did not consider the maintenance issues, but the Tenant does have the right to bring a tenant application for these issues according to the timelines outlined in the Act.

L1 Application

4. The Tenant was in possession of the rental unit on the date the application was filed. The Tenant vacated the rental unit on July 1, 2024. Arrears are calculated to the date the Tenant vacated.

5. This tenancy terminated in July 2024 as a result of LTB-L-070789-23-SA, dated March 28, 2024. The order was issued on consent of the parties. It terminated the tenancy as of July 1, 2024 and applied the rental deposit to the last month of the tenancy (June 2024). The Tenant moved out on or before July 1, 2024.
6. The Landlord's Agent M. Crowe submitted that the Tenant did not pay the April, May and June 2024 rent after the set aside order was issued and is \$1,509.00 in arrears.
7. The Tenant testified that he had resided in the rental complex for the past 13 years in three different rental units. He said he always paid his rent on time and in full. He also raised maintenance issues and said that his rent should be adjusted for pain and suffering and took the position that the two months rent owing would be appropriate compensation.
8. The Tenant testified that since the new Landlord took over he has been mistreated and has had multiple applications filed against him including LTB-L-059703-23 for arrears and LTB-L-070789-23, which was set aside.
9. I considered the testimony of both parties and did not find the Tenant to be credible. The Tenant's Legal Representative had to ask him to be quiet multiple times during the hearing while the Landlord was presenting testimony.
10. I found the testimony of the Tenant to be at times exaggerated and inconsistent. For example, the Tenant testified that he had never missed or been late with his rent payments but did agree he did not pay rent in June, July and August 2023 and then changed his testimony to say that he did pay rent for that period.
11. The Landlord's application is for arrears in April, May and June 2024. The Landlord's evidence (DOC-3864727) included letters to the Tenant notifying him of payment not being received. There was no contrary evidence presented by the Tenant that the rent for this period was paid. In fact, the Tenant's submission that two month's rent compensation for maintenance issues demonstrates to my satisfaction that this amount is outstanding and owing to the Landlord.
12. The set aside Board Order required that the Last Month's Rent be applied to June 2024. Therefore, I am satisfied that there are only two months rent owing and not three as was claimed by the Landlord's application.
13. The rent arrears and daily compensation are \$1,446.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The lawful rent is \$723.00. It is due on the 1<sup>st</sup> day of each month.
16. The Tenant has not made any payments since the application was filed.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,632.00. This amount includes rent arrears owing up to July 1, 2024 and the cost of the application.

2. If the Tenant does not pay the Landlord the full amount owing on or before September 14, 2024, the Tenant will start to owe interest. This will be simple interest calculated from September 15, 2024 at 7.00% annually on the balance outstanding.

**August 27, 2024**  
**Date Issued**



---

Mitch Panciuk  
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.