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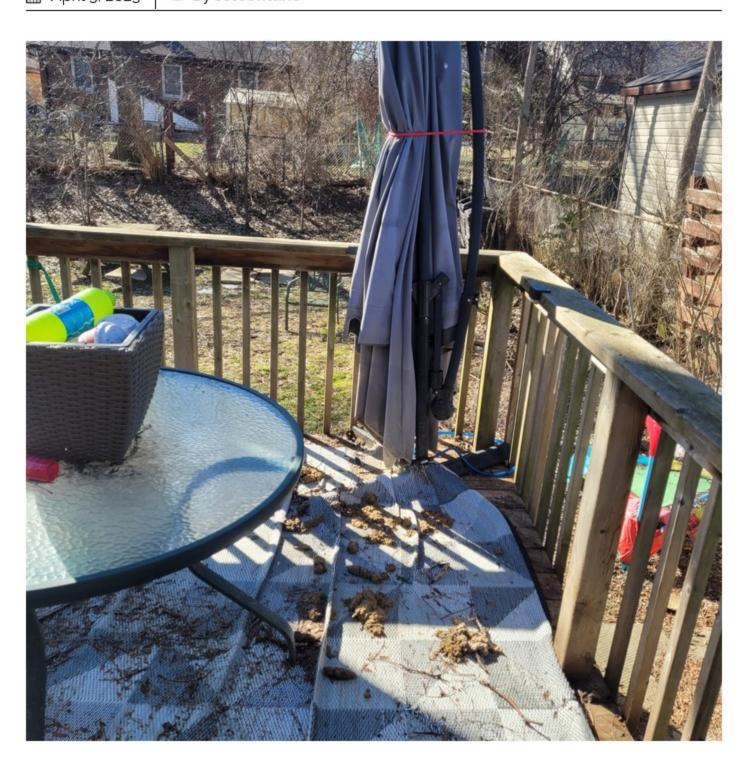
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HOME REGISTER TO JOIN ABOUT US Y RECOMMENDED PROFESSIONALS Y IMPORTANT LINKS FOR LANDLORDS SHOP

## This has to change – Why I stand in solidarity with Solo **Landlords!**

By soloontario ## April 3, 2023



We rented a property next to our own in North Waterloo in June 2021 for \$2,000/month with us paying utilities of approximately \$200/month. This is a three-bedroom detached house with garage, driveway and large garden. This rent is substantially below market rate because our objective in renting is not to profit but to retain control over the properties beside us. We live in a student neighborhood and are concerned about the damage to our own comfort and property value if we start to experience the types of problems known to occur across the street from us in Northdale. We imagined we had the protection of having more say in how neighbors behaved as their landlords than those potentially living in adjacent rental properties managed by absentee landlords.

We terminated our rental agreement with our tenants at this property next door in July 2022. They had not paid rent for 3 months and then owed us \$6,500. The tenants refused to leave. We offered to waive their entire debt of \$11,250 if they vacated our property by Oct 2022. Again they refused. The tenants used our unsanctioned loan to them of \$13,250 to purchase a 2018 Ram 1500 with a lien of \$44,000 in Nov 2022. By the hearing in March 2023 their debt had become \$19,250.

Nothing regarding the original termination was contested. The entire hearing process was an abuse of the court's time. The tenants vacated our property April 2023 after owing us money since Dec 2021. In the eight months we waited for a hearing they occupied our property very much against our wishes and financial interests.

These tenants kept two full grown huskies locked in our basement. Upon inspection when we were finally able to enter our own property in April 2023 the finished basement and stairway had been destroyed by these dogs. The former tenants had cut out damaged finished drywall and replaced it with slabs of raw drywall. The dogs had then dug through that too. Huskies do not appreciate being imprisoned 8 months in a basement. An entire basement floor in one room had also been removed down to the sub concrete and this is where the dogs lived and crapped. The house was cockroach infested (an entire drawer in our fridge was filled with dead cockroaches), the entire place stank of cigarette smoke and weed, and the outdoor raised deck was covered in dog excrement which had been laid down over that same period.

Having squatters occupying our property as our next door neighbors as was ordered by the Landlords and Tenants Board (LTB) was enormously stressful. It was enormously unfair that we were required to continue paying all costs for their water, gas, electricity, rental equipment, repairs, etc. and suffer significant harm to our property while receiving no remuneration.

Other huge emotional stresses were the LTB online portal not working. After entering all the data required on the L1 form we were not permitted to submit this electronic form. The submit button remained inactivated with no explanation given. We attempted submission twice (once using Firefox and once using Chrome), before being forced to submit a manual copy of the L1 form to Service Ontario, Kitchener. This manual L1 form was shipped express by Purolator to LTB Hamilton where for a week there was no one available to receive this paperwork. That was unbelievable. Purolator ended up denoting the shipment PTL (Permission to leave) and dumped our application outside the building.



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We spent months on the LTB helpline querying why our manual application had not yet been entered into the LTB system. The help desk insisted that they had received this application and we must simply wait longer. In December 2022 they explained that the reason why our application was not being entered was that we had never paid the filing fee of \$201. It turned out that the LTB had for four months been imagining that the two electronic drafts we were unable to submit were our actual submission, and had never recovered the manual application dumped outside their door. We had to resubmit the manual L1 application in December 2022 but fortunately did not lose our place in the queue.

A further grievance is that at the end of this entire process when our tenants fail to pay the \$19,500 by May 2023 as ordered, we are then required (with the paperwork claiming we had agreed to this when we never did) to convert this entire debt to us into an open ended line of credit extended to individuals with a zero credit rating at 5% simple interest beginning May 2023. That is beyond insulting on a debt that our tenants have been accruing since December 2021. No lending agency would offer 5% simple interest to me or any other honest individual on such terms. The current TD prime lending rate is 6.7% compound interest. But we are legally required to extend this enormously advantageous fiscal arrangement to our debtors indefinitely.

We were obliged to obtain the services of the "Go Beyond" collection agency who will be entitled to 36% of any debt recovered. While we have no issue with them or their service to us, and believe they are fully entitled to this remuneration, having provided us excellent service, that is clearly a further loss to us; consequence of the LTB's negligence in failing to hold prompt hearings as mandated. If our entire debt is repaid (which is highly unlikely) we will be paying more to them of \$7,000 than the debt owed us of \$6,500 was at the time that we with every justification legally terminated a tenancy rental agreement.

At the end of the day the worst outcome for our tenants is that they will be required to pay only what they should have for service rendered. There is no disincentive (save damage to their credit rating) in repeating their behaviour sequentially (as I was told by one of their friends) they boast of having done all their adult lives. They abused us and the court system with impunity, because the court enabled this behaviour.

## Why do I want to be part of SOLO?

Our rights to our own property were revoked, we had no say or effective ownership of it for eight months, we endured enormous emotional stress, saw every day former tenants next door profiting from our distress, and when we finally regained the right to enter and police our own property we found that significant damage had been done to it that would not have resulted if we had been permitted to evict tenants as we had every right to. At every stage of this LTB proceeding the LTB has been aiding, abetting, and encouraging a massive fraud against us that we had no defense or remedy against.

This is a testimony from a small landlords victim of the Ontario government's policy of forcing small landlords to house people without compensation. This situation is the root cause of the housing shortage in the province. Join Solo's fights for a fair treatment of small Ontario landlords.

