



I hereby certify this is a true copy of an Order dated
Apr 12, 2023
Landlord and Tenant Board

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

File Number: LTB-L-074465-22

In the matter of: BASEMENT, 24 MASSEY STREET
BRAMPTON ON L6S2W1

Between: Julie Coates Landlord

And

Dwight Parke and Jasmin Riley Tenants

Julie Coates (the 'Landlord') applied for an order to terminate the tenancy and evict Dwight Parke and Jasmin Riley (the 'Tenants') because the Tenants did not pay the rent.

This application was heard by videoconference on March 31, 2023.

The Landlord and the Tenants attended the hearing. Michelle Mont represented the Landlord.

I heard evidence from the Tenants and considered the documents filed by the Landlord in terms of the rent owed by the Tenants.


Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 lawful rent is \$1,700.00. It was due on the 14th day of each month.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. The Tenants vacated the rental unit on February 1, 2022. Rent arrears are calculated up to the date the Tenants vacated the unit.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$1,700.00 and this deposit is still being held by the Landlord. Interest on the rent deposit in the amount of \$4.69 is owed to the Tenants.
7. The Tenants initially disputed that they owed the amount claimed by the Landlord on the L1/L9 Information Update filed for the purpose of this hearing. This was based on the assertion that they had paid an additional \$1,700.00 that was not reflected on the L1/L9 Information Update.
8. The Tenants ultimately agreed that they owed \$10,200.00 plus \$186.00 (filing fee), less \$1,704.69 (rent deposit plus interest) and \$670.68 (credit rent for rent claimed for February 2 to February 13, 2022) for a total of \$8,010.63.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of February 1, 2022, the date the Tenant moved out of the rental unit
2. The Tenants shall pay to the Landlord \$\$8,010.63 on or before April 23, 2023.
3. If the Tenants do not pay the Landlord the full amount owing on or before April 23, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 24, 2023 at 6.00% annually on the balance outstanding.

April 12, 2023
Date Issued



E. Patrick Shea
Vice Chair, 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.