



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-14350-20

In the matter of: 126A, 126-128 FARES STREET
PORT COLBORNE ON L3K1W2

Between: Brick Properties Inc. Landlord

and

Tina Crozier

Tenant

Brick Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tina Crozier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by video conference on September 19, 2022.

Only the Landlord's representative, Judith Callender, attended the hearing.

As of 1:14pm, the Tenant was 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 Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2020 to April 30, 2020. Because of the arrears, the Landlord served a Notice of Termination effective April 7, 2020.
2. The Tenant vacated the rental unit on September 27, 2020. This is the day the Landlord discovered the rental unit had been vacated. As the tenants vacated, termination is not before me and the only issue for determination is the amount of outstanding arrears to be paid to the Landlord.
3. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord.
4. Interest on the rent deposit is owing to the Tenant for the period from December 16, 2019 to September 27, 2020.

5. The Landlord incurred costs of \$175.00 for filing the application and they are entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy is terminated as of September 27, 2020.
2. The Tenant shall pay to the Landlord \$7,044.46*, which represents the amount of rent owing and compensation up to September 27, 2020, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$175.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing* on or before October 8, 2022, the Tenant will start to owe interest. This will be simple interest calculated from October 9, 2022 at 2.00% annually on the balance outstanding.



Greg Brocanier
Member, Landlord and Tenant Board

September 27, 2022
Date Issued

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

* Refer to section A on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

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A. Amount the Tenant must pay

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	March 1, 2020 to September 27, 2020	\$8,265.21
Less the rent deposit:		-\$1,200.00
Less the interest owing on the rent deposit:	December 16, 2019 to September 27, 2020	-\$20.75
Amount owing to the Landlord on the order date: (total of previous boxes)		\$7,044.46
Additional costs the Tenant must pay to the Landlord:		\$175.00
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$7,219.46