



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

Citation: Shan v Pyne, 2022 ONLTB 2678

Date: 2022-08-11

File Number: LTB-L-001759-21

In the matter of: 22 CRAWFORD DR
BRAMPTON ON L6V2C7

Between: Rong Shan

And

Denise Pyne

I hereby certify this is a
true copy of an Order dated
SEP 15, 2022
Landlord and Tenant Board

Landlord

Tenant

Rong Shan (the 'Landlord') applied for an order to terminate the tenancy and evict Denise Pyne, (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent

This application was heard by videoconference on July 26, 2022.

The Landlord and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

Preliminary Issues:

1. At the hearing, it was determined that the Tenants, Jayden Pyne-Tapper and Asia Payne, are minors. As such, the application is amended to remove Jayden Pyne-Tapper and Asia Payne as parties to the application.
2. It was also determined at the hearing that the Landlord's L2 Application has been resolved at a previous hearing under file number LTB-L-001592-21 therefore the Landlord's L2 application is dismissed.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was in possession of the rental unit on the date the application was filed.

3. The Tenant vacated the rental unit on August 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$2,200.00. It was due on the 15th day of each month.
5. The Tenant has paid \$2,200.00 since the application was filed.
6. The rent arrears owing to August 31, 2022 are \$18,829.61.
7. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
8. Interest on the rent deposit, in the amount of \$17.67 is owing to the Tenant for the period from June 10, 2020 to August 31, 2022.

It is ordered that:

1. The Landlord's L2 Application is dismissed.
2. The tenancy between the Landlord and the Tenant is terminated as of August 31, 2022, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$15,411.94. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
4. If the Tenant does not pay the Landlord the full amount owing on or before September 26, 2022, the Tenant will start to owe interest. This will be simple interest calculated from September 27, 2022 at 3.00% annually on the balance outstanding.

September 15, 2022
Date Issued



Susan Priest
Member, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$18,829.61
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$17.67
Total amount owing to the Landlord	\$15,411.94