



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-19986-21

In the matter of: 106, 575 LAKE STREET
ST. CATHERINES ON L2N4J1

Between: Tribute Properties Inc. Landlord

and

John Hastie Tenants
Nick Shantz-Hastie

Tribute Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Nick Shantz-Hastie and John Hastie (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 6, 2021. Only the Landlord's Legal Representative, Jennifer Ricci attended the hearing. As of 3:24 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing as it appears from the Certificate of Service.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from September 1, 2020 to February 28, 2021. Because of the arrears, the Landlord served a Notice of Termination effective January 22, 2021.
2. The Tenants vacated the rental unit on February 26, 2021. The Tenants were in possession of the rental unit on the date the application was filed.
3. The lawful monthly rent was \$1,243.29.
4. The Landlord collected a rent deposit of \$1,325.00 from the Tenants and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenants for the period from April 17, 2019 to January 22, 2021.
6. The Tenants paid \$25.00 after the application was filed.
7. The Landlord's Legal Representative submitted that the Landlord is entitled to rent up to and including April 30, 2021 because the Tenants gave notice of termination in

February for termination March 1, 2021. As this was improper notice, the Landlord is entitled to rent to the date the notice would be valid; April 30, 2021.

8. Section 88(2) of the Residential Tenancies Act, 2006 (the 'Act') says:

88(2) If a notice of termination has been given by the landlord under [section 48](#), [49](#) or [50](#) and the tenant vacates the rental unit before the termination date set out in the notice without giving a notice of earlier termination or after giving a notice of earlier termination that is not in accordance with [subsection 48 \(3\)](#), [49 \(4\)](#) or [50 \(4\)](#), as the case may be, a determination of the amount of arrears of rent owing by the tenant shall be made as if arrears of rent are owing for the period that ends on the earlier of the following dates:

1. The date that is 10 days after,
 - i. the date the tenant gave notice of earlier termination, if the tenant vacated the rental unit after giving a notice of earlier termination that was not in accordance with [subsection 48 \(3\)](#), [49 \(4\)](#) or [50 \(4\)](#), as the case may be, or
 - ii. the date the landlord knew or ought to have known that the tenant had vacated the rental unit, if the tenant vacated the rental unit without giving a notice of earlier termination.
2. The termination date set out in the landlord's notice of termination.

9. This is an application for arrears of rent, therefore the N4 notice was served pursuant to section 59 of the Act. Section 88(2) is with respect to notices served under sections 48, 49 and 50. Therefore, the Landlord is only entitled to arrears of rent up to the date the Tenant vacated, minus the last month rent deposit and any applicable interest owing on the deposit.

It is ordered that:

1. The Tenants vacated the rental unit on February 26, 2021. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants shall pay to the Landlord \$179.02*, which represents the amount of rent owing and compensation up to February 26, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$201.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing* on or before August 27, 2021, the Tenants will start to owe interest. This will be simple interest calculated from August 28, 2021 at 2.00% annually on the balance outstanding.

August 17, 2021

Date Issued

Southern-RO



Diane Wade

Member, Landlord and Tenant Board

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 Tenants must pay as the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	September 1, 2020 to January 22, 2021	\$36.42
Less the amount the Tenants paid to the Landlord		-\$25.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	January 23, 2021 to February 26, 2021	\$1,522.85
Less the rent deposit:		-\$1,325.00
Less the interest owing on the rent deposit:	April 17, 2019 to January 22, 2021	-\$30.25
Amount owing to the Landlord on the order date: (total of previous boxes)		\$179.02
Additional costs the Tenants must pay to the Landlord:		\$201.00
Total the Tenants must pay the Landlord as the tenancy is terminated:		\$380.02

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