



**Order under Section 87(1)  
Residential Tenancies Act, 2006**

**Citation:** Nadon v Caron, 2023 ONLTB 16579

**Date:** 2023-01-25

**File Number:** LTB-L-030105-22

**In the matter of:** 5, 85 KING ST  
SIOUX LOOKOUT ON P8T1C3

**Between:** 2656116 Ontario Inc Landlord  
c/o Todd James Nadon

**And**

Dawn Caron Tenant

2656116 Ontario Inc c/o Todd James Nadon (the 'Landlord') applied for an order to terminate the tenancy and evict Dawn Caron (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2023. Only the Landlord attended the hearing. As of 10:07am, 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.

The application is amended to correct the confusion with the rental unit address to exclude the PO box. The application is also amended to reflect that the Landlord is a numbered company as outlined on the N4 Notice of termination.

**Determinations:**

1. The Landlord served the Tenant with a 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. At the hearing it became evident that the N4 Notice was defective on the basis that it did not correctly identify the rental period. The rental period on the third line of the N4 Notice indicated that the rental period ran from May 1, 2022 to March 31, 2022 and the Landlord confirmed in the hearing that the rental period should have indicated that it ran to May 31, 2022.
3. On the basis that the notice was defective, the Landlord requested an order for arrears of rent because the Tenant had vacated the unit. I see no reason to deny the Landlord's request since the Tenant has already vacated the rental unit.
4. The application is amended to include the rent arrears owing for the period of January 1, 2022 to May 31, 2022 as \$2,450.00.
5. The Tenant was in possession of the rental unit on the date the application was filed.

6. The Tenant vacated the rental unit on October 5, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
7. The lawful rent as of June 1, 2022 is \$1,113.20. It was due on the 1st day of each month.
8. The Tenant has paid \$2,750.00 to the Landlord since the application was filed.
9. The Tenant did not pay all of the rent for the period of January 1, 2022 to October 5, 2022.
10. The rent arrears owing to October 5, 2022 are \$4,335.80.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of October 5, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$4,521.80. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 5, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 6, 2023 at 5.00% annually on the balance outstanding.

**January 25, 2023**

**Date Issued**

\_\_\_\_\_  
Terri van Huisstede

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	\$7,085.80
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,750.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$4,521.80</b>

2023 ONL TB 16579 (CanLII)