



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

Citation: H&R Property Management Ltd. v Reid, 2023 ONLTB 16603

Date: 2023-01-25

File Number: LTB-L-030375-22

In the matter of: 1205, 2247 HURONTARIO ST
MISSISSAUGA ON L5A2G2

Between: H&R Property Management Ltd. Landlord

And

Simantha Areika Reid Tenants
Teanna Eternity Hylton

H&R Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Simantha Areika Reid and Teanna Eternity Hylton (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 19, 2023. The Landlord, Grace Merano, the Landlord's legal representative, David Ciobotaru, and the Tenant, Simantha Areika Reid, attended the hearing. As of 12:30pm, Teanna Eternity Hylton was not present or represented at the hearing although properly served with notice of the hearing by the Board.

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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenant, Simantha Areika Reid, vacated the rental unit on October 31, 2022. The other Tenant, Teanna Eternity Hylton, vacated approximately a month before. Rent arrears are calculated up to the date the Tenants fully vacated the unit.
4. The lawful rent is \$1,910.00. It was due on the 1st day of each month.
5. The Tenant, Ms. Reid, has paid \$3,820.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$7,632.98.
7. Ms. Reid testified that she has been paying her portion of their rent and that the other Tenant has not been paying their share of the rent and that they had left with only 3 days notice to Ms. Reid.
8. Ms. Reid indicated at the hearing that she understood both Tenants named on the lease are equally responsible both jointly and severally for the rent arrears, however, she wanted

to be clear that she had paid her portion of the rent and that the other Tenant should be held responsible for the balance of the arrears.

1. The Landlord did not dispute that they had received the payments from Ms. Reid, however it is the Landlords position that she may still be responsible for the debt and that she may have a right to proceed in Small Claims Court against the other Tenant if they are unable to satisfy the debt through Ms. Hylton.
2. The Landlord submitted a copy of the lease into evidence at the hearing and I find that both named Tenants on the lease are both jointly and severally liable for the rent payments.
3. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
4. The Landlord collected a rent deposit of \$1,910.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
5. Interest on the rent deposit, in the amount of \$19.09 is owing to the Tenant for the period from January 1, 2021 to October 31, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2022, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$5,889.89. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before February 5, 2023, the Tenants 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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$11,452.98
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,820.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,910.00
Less the amount of the interest on the last month's rent deposit	- \$19.09
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$5,889.89

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