



Order under Section 69
Residential Tenancies Act, 2006

File Number: NOL-42205-21

In the matter of: 2592 EASTVIEW CRESCENT
NORTH BAY ON P1B 7W5

Between: Emilie Webster Landlord

and

Brent Butler Tenants
Chantalle Murphy

Emilie Webster (the 'Landlord') applied for an order to terminate the tenancy and evict Chantalle Murphy and Brent Butler (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (the 'L1 Application').

This application was heard via video conference on August 5, 2021. The Landlord and the Tenant, Chantalle Murphy ('C.M.'), attended the hearing. C.M. participated on behalf of both Tenants and spoke with Duty Counsel prior to the hearing.

Determinations and Reasons:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from December 1, 2019 to August 31, 2021. Because of the arrears, the Landlord served an N4 Notice of Termination effective February 25, 2021 (the 'N4 Notice').
2. The Tenants vacated the rental unit on July 31, 2021. The Tenants were in possession of the rental unit on the date the application was filed.
3. The lawful monthly rent was \$1,500.00. The Landlord confirmed that although there were unpaid utilities as of the hearing date, the N4 Notice included only rental arrears.
4. The Landlord collected a rent deposit of \$1,500.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenants for the period from November 2, 2018 to June 30, 2021.
5. The parties ultimately agreed on the balance outstanding to the end of the tenancy. Specifically, they agreed that when the Landlord served the N4 Notice on February 11, 2021, the balance of arrears outstanding to that date was \$8,840.00. After the Landlord served the N4 Notice, C.M. did not pay the monthly rent for March, 2021. She then paid \$700.00 of the rent owing for April, 2021 and paid the full rent for May, 2021 in two installments \$400.00 and \$1,100.00 on May 13 and May 21, 2021 respectively. She paid

no further rent after May, 2021. The Tenants therefore paid \$2,200.00 after the application was filed.

6. C.M. notified the Landlord of the Tenants' intention to terminate the tenancy effective July 31, 2021 less than sixty days from the termination. However, although the Landlord stated that she accepted this termination date, her consent was rendered moot through her service of the N4 Notice pursuant to paragraph 1 of subsection 88(1) of the *Residential Tenancies Act, 2006* (the 'Act'):

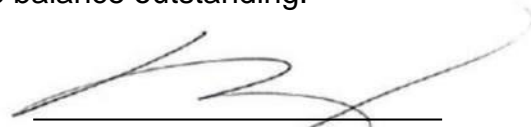
88. (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made **or the landlord has not given notice to terminate the tenancy**, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.
 2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be. [Emphasis added]
7. Although the Landlord intended to seek compensation for smoke damage to the rental unit as well as unpaid utilities, as the only application before me was the L1 Application, there was no jurisdiction to address these issues at the present proceeding.
 8. This order contains all of the reasons in this matter and no further reasons will issue.

It is ordered that:

1. The tenancy is terminated as of July 31, 2021, the date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenants shall pay to the Landlord \$12,491.11,* which represents the amount of rent owing and compensation up to July 31, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing* on or before August 23, 2021, the Tenants will start to owe interest. This will be simple interest calculated from August 24, 2021 at 2.00% annually on the balance outstanding.

August 12, 2021
Date Issued



Kevin Lundy
Member, Landlord and Tenant Board

Northern-RO
199 Larch Street, Provincial Building, Suite 301
Sudbury ON P3E 5P9

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)	December 1, 2019 to February 25, 2021	\$8,572.88
Less the amount the Tenants paid to the Landlord:		-\$2,200.00
Plus compensation: (from the day after the termination date in the Notice to the date that the Tenants vacated the rental unit)	February 26, 2021 to July 31, 2021	\$7,793.92
Less the rent deposit:		-\$1,500.00
Less the interest owing on the rent deposit:	November 2, 2018 to June 30, 2021	-\$75.69
Amount owing to the Landlord on the order date: (total of previous boxes)		\$12,491.11
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay the Landlord as the tenancy is terminated:		\$12,677.11

2021 CanLII 116157 (ON LTB)