



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-20455-21

In the matter of: UPPER, 736 CEDAR STREET
SHELBURNE ON L9V3V9

Between: Angela Sterling Landlord

and

Deborah Lynn Noseworthy Tenants
Robert William George Bolton

Angela Sterling (the 'Landlord') applied for an order to terminate the tenancy and evict Deborah Lynn Noseworthy and Robert William George Bolton (the 'Tenants') because the Landlord requires possession of the rental unit for the purpose of residential occupation and because the Tenants did not pay the rent that the Tenants owe.

This application was heard by way of video conference at 9:00 am on July 13, 2021. The Landlord's Representative, Claudette Ricketts and the Landlord attended the hearing. As of 1:55 pm, the Tenants was not present or represented at the hearing although properly served notice of this hearing by the Board.

L2 Application

Determinations:

1. The Landlord stated that the Tenants were no longer in possession of the rental unit and that the Tenant, Deborah Lynn Noseworthy, vacated on March 15, 2021 and the other Tenant, Robert William George Bolton, vacated on April 25, 2021 but came back to retrieve his vehicle on April 30, 2021.
2. The Landlord testified that when, Deborah Lynn Noseworthy, vacated, she was moved with all of her belongings. When the other Tenant, Robert William George Bolton, vacated he left behind garbage, broken furniture, ripped apart mattresses, items that have fallen apart, clothing thrown on floor in closet and that there was nothing of value left at the property. The Landlord testified that there was a television that was left at the property and it will not work without the remote and that she is still in possession of the television.
3. The Landlord testified that she made several attempts to reach out to the Tenant, Robert William George Bolton, to come and retrieve his belongings, but he never responded nor made an attempt to come and collect them.

4. The Tenants have not returned the key to the property and when the Landlord visited the property on May 1, 2021, she found the door unlocked.
5. The Landlord has taken possession of the rental unit as of May 1, 2021 as the Landlord deemed the unit abandoned. The Landlord has been renovating the unit and has not fully moved back in yet. Since the date the Landlord took possession of the rental unit the Tenant has not been back to the property.
6. I find that the Tenants have vacated the rental unit as of April 30, 2021 when the Tenant came back to retrieve his vehicle, as the tenancy has already terminated, the Landlords application seeking termination of the tenancy is moot and therefore not be considered.

L1 Application

Determinations:

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants vacated the unit on April 30, 2021.
3. The monthly rent is \$1770.00 per month.
4. The Landlord is not holding a Last Month Rent Deposit.
5. The Tenants owe \$11,540.00 in rent for the period from October 1, 2020 to April 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 16, 2021.

It is ordered that:

1. The tenancy is terminated as of April 30, 2020, the date the Tenants gave vacant possession of the rental unit to the Landlord.
2. The Tenants shall pay to the Landlord \$ 11,540.00, which represents the amount of rent owing and compensation up to April 30, 2021. There is no last month rent deposit held by the Landlord.
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 22, 2021, the Tenants will start to owe interest. This will be simple interest calculated from August 23, 2021 at 2.00% annually on the balance outstanding.

August 11, 2021
Date Issued



Trish Carson
Member, Landlord and Tenant Board

Toronto South-RO
15 Grosvenor Street, 1st 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**

File Number: TSL-20455-21

A. Amount the Tenants must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	October 1, 2020 to December 16, 2021	\$6,230.00

Amount owing to the Landlord on the order date:(total of previous boxes)	\$6,230.00
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Additional costs the Tenants must pay to the Landlord:	\$201.00
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Plus daily compensation owing for each day of occupation starting August 12, 2021:	\$65.75 (per day)
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Total the Tenants must pay the Landlord if the tenancy is terminated:	\$6,431.00, + \$65.75 per day starting August 12, 2021
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B. Amount the Tenants must pay to void the eviction order and continue the tenancy:

Reasons for amount owing	Period	Amount
Arrears:	October 1, 2020 to August 31, 2021	\$20,230.00

Additional costs the Tenants must pay to the Landlord:	\$201.00
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Total the Tenants must pay to continue the tenancy:	On or before August 22, 2021	\$20,431.00
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