



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-17312-20

In the matter of: 8, 122 SPENCER AVENUE
TORONTO ON M6K2J6

Between: 1344778 Ontario Inc. C/o Castlehill Properties Inc. Landlord

and

Amanda Buck Tenant

1344778 Ontario Inc. C/o Castlehill Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Buck (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 10, 2021, and June 18, 2021.

On February 10, 2021, the Landlord's Legal Representative, Sam Ursino, the Landlord's Property Manager, Adrian Ilie, and the Tenant attended the hearing. The Tenant spoke with Duty Counsel prior to the hearing.

At the continuation of the hearing on June 18, 2021, the Landlord's Legal Representative, Sam Ursino, and the Landlord's Property Manager, Adrian Ilie. As of 9:20 a.m. the Tenant was not present or represented although properly served with notice of this hearing by the Board.

Determinations:

Preliminary Issue

1. The Tenant attended the first day of this hearing but did not attend the continuation on June 18, 2021. On April 27, 2021, the Notice of Hearing for the continuation of the hearing was sent to the Tenant at the email address provided by the Tenant at the first hearing attendance.
2. At the outset of the continuation of the hearing, the Landlord's Legal Representative advised he received an email from the Tenant earlier that morning indicating she had just seen the Notice of Hearing and is asking for an adjournment. The Landlord's Legal Representative replied via email asking her to call him. There was no response.
3. Although the matter was held down until 9:20 a.m. to permit the Tenant to attend, she did not appear.

4. As a result, there was no direct request before me to adjourn the hearing or an ability to better understand the basis for any such request. All that was before me was the Landlord's Legal Representative's advice about recent communications. I was also advised the Landlord would object to any adjournment request.
5. As set out above, the Notice of Hearing was sent to the Tenant at the email address she provided. The Tenant has some obligation to check her email after confirming her email address for the Board to use, knowing that the hearing was adjourned, and aware that further communication would be sent. It was clear the Tenant received the Notice of Hearing and was aware the hearing was proceeding.
6. In these circumstances, I find it was reasonable to proceed on June 18, 2021, in the absence of the Tenant.

Determinations

7. The Tenant has not paid the total rent the Tenant was required to pay for the period from July 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective July 31, 2020.
8. The monthly rent was \$1,550.17.
9. The Landlord collected a rent deposit of \$1,490.00 from the Tenant and this deposit is still being held by the Landlord.
10. Interest on the rent deposit is owing to the Tenant for the period from May 1, 2018 to July 31, 2020.

When was the Tenant last in possession of the rental unit?

11. The Landlord seeks arrears only as the Tenant has vacated the rental unit; however, when this happened is disputed.
12. On the first hearing date, the Tenant advised she was locked out of the rental unit on August 2, 2020 – she later corrected this to August 12, 2020. She also advised she had no notice the locks were being changed, was unable to collect her belongings and had not returned to the unit. She said she made many attempts to contact the Property Manager and owner to understand why the locks were changed. The Tenant spoke of text messages she sent to the Property Manager to which she received no response.
13. The Landlord advised he changed the locks to the rental unit on September 3, 2020.
14. The hearing was adjourned and the parties had the opportunity to provide additional evidence prior to the return of the hearing. The Notice of Hearing indicated any evidence must be provided to the other party and the Board at least 7 days before the hearing.
15. On June 11, 2021, the Landlord delivered a package of documents to the Tenant and the Board that included emails from the Property Manager to the Tenant and an invoice for

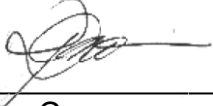
the change of locks on the rental unit dated September 3, 2021. The Tenant did not provide any documents.

16. At the return of the hearing, the Property Manager testified it was not until he inspected the unit on September 1, 2020, that he understood the Tenant had moved out.
17. The Landlord's evidence supports the conclusion that the Tenant was in possession of the rental unit on the date the application was filed (August 19, 2020) and is inconsistent with the Tenant having been locked out on August 12, 2020. In particular:
 - a. Emails from the Property Manager to the Tenant dated August 13, 2020, and August 25, 2020, ask about a payment plan to catch up with rent payments;
 - b. The Property Manager sent an email to the Tenant on August 25, 2020, asking when the Tenant was planning on moving out;
 - c. The Property Manager testified he provided a twenty-four notice of entry to inspect the unit on August 31, 2020, and entered on September 1, 2020. When he entered, what he saw was consistent with the unit having been abandoned;
 - d. The Property Manager testified he contacted a locksmith on September 2, 2020, to change the lock on the rental unit and the locks were changed on September 3, 2020; and
 - e. The receipt from the locksmith for the change of the locks on the rental unit is dated September 3, 2020.
18. In the circumstances, I have preferred the evidence of the Landlord particularly as the Tenant did not reattend and provided no documentary evidence.
19. As a result, I find that the Tenant vacated the rental unit on August 31, 2020. The Tenant was in possession of the rental unit when the application was filed.

It is ordered that:

1. The tenancy is terminated as of August 31, 2020, the date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenant shall pay to the Landlord \$3,021.61*, which represents the amount of rent owing and compensation up to August 31, 2020, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing* on or before August 1, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 2, 2021 at 2.00% annually on the balance outstanding.

July 21, 2021
Date Issued



Rebecca Case
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.

* Refer to section A on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	July 1, 2020 to July 31, 2020	\$3,033.60
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 1, 2020 to August 31, 2020	\$1,545.97
Less the rent deposit:		-\$1,490.00
Less the interest owing on the rent deposit:	May 1, 2018 to July 31, 2020	-\$67.96
Amount owing to the Landlord on the order date: (total of previous boxes)		\$3,021.61
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$3,207.61

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