



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

Citation: 60 West Street Holding Corp. v Glover, 2024 ONLTB 60805

Date: 2024-08-23

File Number: LTB-L-025579-24

In the matter of: 105B, 60 WEST ST
BLIND RIVER ON P0R1B0

Between: 60 West Street Holding Corp. Landlord

And

Terry Glover Tenants
Tracy Glover
David Dupuis

60 West Street Holding Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Terry Glover, Tracy Glover and David Dupuis (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 29, 2024.

Only the Landlord's Legal Representative, A. Gravelle, attended the hearing.

As of 1:46 p.m., the Tenants were 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.

Preliminary Issues

Is David Dupuis a Tenant?

1. The Landlord's Legal Representative requested the Board remove David Dupuis as a Tenant to the application since he is currently a Tenant of the Landlord in another rental unit. She stated the Landlord is only pursuing the application of unpaid rent against the other two Tenants.
2. I find that a tenancy agreement cannot be changed unilaterally by one party without the consent of the other parties. There was no evidence provided that the Tenants agreed to alter the agreement to remove the third Tenant, because he chose to also be a Tenant of the Landlord in a different rental unit. Therefore, I do not find that I can remove the third Tenant, David Dupuis, without his input and consent from all the Tenants. For the purposes of the Act, there was a tenancy agreement between the parties, and it exists unless it can be proven that there were changes made on agreement of all parties involved. In this case, I do not have that proof.

Did the Tenants receive the Notice of Hearing?

3. The Board sends out Notice of Hearing to the Tenants which returned back as undelivered. If the Tenants are not put on notice of the hearing, I find it would be prejudicial to proceed with the hearing. Therefore, I questioned the Landlord's Legal Representative if the Landlord took any steps to serve the Tenants with the Notice of Hearing.
4. Based on the response from the Landlord's Legal Representative below, I find that the Tenants received the notice of the hearing. The Landlord's Legal Representative stated that she had mailed the Notice of Hearing to the Tenants on April 2, 2024. It was not returned as undeliverable. The Board sent out the Notice of Hearing on or about May 6, 2024 which was returned as undelivered. The Tenants moved out as of May 6, 2024, however, the Landlord's Representative submitted that she also emailed the same document again with the update sheet to the Tenants on July 15, 2024 and there is no evidence that the email bounced back. Therefore, I am satisfied with the explanation provided that the Tenants were aware of the hearing date.

L9 Application- Rent Arrears

5. 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.
6. The Tenants were in possession of the rental unit on the date the application was filed.
7. The Tenants vacated the rental unit on May 6, 2024. Rent arrears are calculated up to the date the Tenants vacated the unit.
8. The lawful rent is \$1,383.75. It was due on the 1st day of each month.
9. The Tenants have not made any payments since the application was filed. The L1 application claimed that the Tenants did not pay the February and March 2024 rent fully. The balance of rent arrears claimed on the L1 application is \$467.50. The Tenants did not pay rent in April 2024 and May 2024 and they vacated the rental unit on May 6, 2024. The calculations are based on these numbers.
10. The rent arrears owing to May 6, 2024 are \$2,124.19.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,383.75 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.
13. Interest on the rent deposit, in the amount of \$49.57 is owing to the Tenants for the period from December 1, 2022 to May 6, 2024.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of May 6, 2024, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$876.87. 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 August 27, 2024, the Tenants will start to owe interest. This will be simple interest calculated from August 28, 2024 at 7.00% annually on the balance outstanding.

August 23, 2024

Date Issued

Sheena Brar

Member, Landlord and Tenants 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	\$2,124.19
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
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	- \$1,383.75
Less the amount of the interest on the last month's rent deposit	- \$49.57
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlord	\$876.87

2024 ONL TB 60805 (CanLI)