



## **Order under Section 87 Residential Tenancies Act, 2006**

**Citation:** Boardwalk General Partnership v Timony, 2024 ONLTB 2032

**Date:** 2024-03-28

**File Number:** LTB-L-031860-22

**In the matter of:** 405, 380 Southdale Road East London  
Ontario N6E1V8

**Between:** Boardwalk General Partnership Landlord

**And**

Marie Timony aka Carole Ruddach  
Timothy Timony Former Tenants

Boardwalk General Partnership (the 'Landlord') applied for an order requiring Marie Timony aka Carole Ruddach and Timothy Timony (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on December 21, 2023.

Only the Landlord's Agents, Carla Livingstone and Martha Patino, attended the hearing.

As of 9:41 a.m., the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants must pay the Landlord \$724.53 by April 8, 2024.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 and 5.8 of the LTB's Rules of Procedure.

3. These documents were served on November 14, 2023 by email to [caheru@live.com](mailto:caheru@live.com) and [tbirdtimony@hotmail.com](mailto:tbirdtimony@hotmail.com).
4. The Former Tenants vacated the rental unit on January 9, 2022.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

*Rent and Rent Deposit*

6. The lawful rent was \$1,384.77. It was due on the 1<sup>st</sup> day of each month.
7. The Former Tenants have not made any payments since the application was filed.
8. The Landlord's Agents explained that the Former Tenants gave notice on December 9, 2021 with a termination date of January 9, 2022. The Former Tenants did not pay the rent for December 2021. The Landlord conducted a move out inspection on January 9, 2022 and confirmed the Former Tenants vacated the rental unit. The keys for the rental unit were left in the unit.
9. The Landlord's Agents claimed arrears up to and including January 19, 2022 as the Former Tenants gave improper notice and the rental unit was re-rented for January 20, 2022.
10. Section 88(1) of the Act states: 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.
11. In this case, the Landlord served a N4 Notice to the Former Tenants on December 6, 2021 with a termination date of December 20, 2021. As a notice of termination was given by the Landlord, section 88(1) is not applicable. As such, I find that the Former Tenants are responsible for the arrears from December 1, 2021 to January 9, 2022, the day they vacated the rental unit.
12. The Landlord collected a rent deposit of \$1,249.00 from the Former Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the last rental period of the tenancy.

13. Interest on the rent deposit, in the amount of \$21.92 is owing to the Former Tenants for the period from March 21, 2020 to January 9, 2022.
14. The Landlord also incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Former Tenants shall pay to the Landlord \$523.53 which represents which represents rent arrears owing up to January 9, 2022 less the last month's rent deposit and interest owing on the rent deposit.
2. The Former Tenants shall also pay to the Landlord \$201.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$724.53.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before April 8, 2024, the Former Tenants will start to owe interest. This will be simple interest calculated from April 9, 2024 at 7.00% annually on the balance outstanding.

**March 28, 2024** \_\_\_\_\_

**Date Issued**      Vicky Liu  
Member, Landlord and Tenant Board

15 Grosvenor Street, 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.

\* Refer to the attached Summary of Calculations.

**Schedule 1 SUMMARY  
OF CALCULATIONS**

**Amount the Former Tenants must pay the Landlord:**

Arrears from December 1, 2021 to January 9, 2022	\$1794.45
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,249.00
Less the amount of the interest on the last month's rent deposit	- \$21.92
Total amount owing to the Landlord	\$724.53