



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

Citation: Pat Spigos c/o Betsy Gallo v Petrie, 2023 ONLTB 81732

Date: 2023-12-21

File Number: LTB-L-040618-22

In the matter of: 6, 533 DUNDAS ST LONDON
ON N6B1W4

Between: Pat Spigos c/o Betsy Gallo Landlord

And

Asia Petrie Tenant

Pat Spigos c/o Betsy Gallo (the 'Landlord') applied for an order to terminate the tenancy and evict Asia Petrie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 11, 2023.

Only the Landlord Betsy Gallo and the Landlord's Legal Representative Daniel Abraham attended the hearing.

As of 1:24 p.m., the Tenant was 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. Since the Tenant did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

Determinations:

1. At the hearing the Landlord's Legal Representative relied on oral submissions and referred to documents to support their application.
2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. The Tenant vacated the rental unit on April 15, 2023. The Landlord sought rent arrears and compensation up to May 15, 2023. In support of this claim, the Landlord submitted the Tenant vacated the rental unit without notice to the Landlord after attending a previous hearing date for this application.
5. The Landlord served the Tenant a valid N4 notice of termination and as such I do not find section 88(1) of the *Residential Tenancies Act, 2006* (the Act) applies to this case.

Pursuant to section 87(3) of the Act, when a notice of termination is served on the Tenant, rent arrears and compensation are calculated for the period the Tenant had use and occupation of the rental unit. In my view, that period ended on April 15, 2023, the day the Tenant vacated the unit.

6. The lawful rent was \$1,000.00 and it increased to \$1,025.00 on February 1, 2023. It was due on the 1st day of each month.
7. The Tenant has paid \$5,000.00 to the Landlord since the application was filed.
8. The rent arrears owing to April 15, 2023 are \$4,555.50.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 15, 2023, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,741.50. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 1, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 2, 2024 at 7.00% annually on the balance outstanding.

December 21, 2023

Date Issued

John Cashmore

Member, Landlord and Tenant 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 Tenant must pay as the tenancy is terminated

| | |
|--|-------------------|
| Rent Owing To Move Out Date | \$9,555.50 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$5,000.00 |
| Total amount owing to the Landlord | \$4,741.50 |