



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

Citation: Hazelview Property Services Inc. v Martins, 2023 ONLTB 75870

Date: 2023-11-22

File Number: LTB-L-059375-22

In the matter of: 1706, 105 WEST LODGE AVE
TORONTO ON M6K2T8

Between: Hazelview Property Services Inc. Landlord

And

Katherine Martins and Brittany Herbold Tenants

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Katherine Martins and Brittany Herbold (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 6, 2023.

The Landlord's Representative, Natasha Mizzi, and the Tenant, Katherine Martins ("KM"), attended the hearing. Renisha Cox ("RC"), the Representative for Katherine Martins only, also attended the hearing.

Determinations:

Preliminary Issue – Adjournment Request

1. RC requested an adjournment as she and KM did not receive the Notice of Hearing. Board records show that the Notice of Hearing was mailed to the rental unit on August 3, 2023 and returned to the Board on September 20, 2023 as the Tenants had vacated the rental unit on January 31, 2023.
2. The Board also emailed the Notice of Hearing to the other Tenant, Brittany Herbold.
3. RC testified that when she contacted the Board to gain access to the LTB Portal, the portal was blank with no documents uploaded. KM was only notified of the hearing when she received the disclosure from the Landlord on November 2, 2023. RC submitted that despite knowing that KM was represented, the Landlord served evidence to KM instead of her.
4. The Landlord opposed the adjournment request. The application was previously adjourned on April 25, 2023 on consent. The evidence served on to KM, the L1/L9 Application - Information Update form, for this hearing was the same evidence KM and RC received at the last hearing.

5. Given that the matter was previously adjourned, and no new evidence was submitted, I denied the adjournment request. The Tenants vacated the unit so my jurisdiction would be limited to arrears and costs only. Based on the evidence before me, there were no issues that needed further disclosure of evidence.
6. The matter was held down and the parties were given time to speak to each other or to attempt mediation with a Dispute Resolution Officer.
7. I recalled the matter at a later time and the parties agreed on the amount of arrears.
8. The only issue in dispute was the date interest was to commence on the balance outstanding. RC requested that the interest start from December 1, 2023. The Landlord requested the standard time frame. Given the issuance date of this Order, the Tenant's request is granted.

Arrears

9. 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.
10. The Tenants was in possession of the rental unit on the date the application was filed.
11. The Tenants vacated the rental unit on January 31, 2023. Rent arrears are calculated up to the date the Tenants vacated the unit.
12. The lawful rent is \$1,702.85. It was due on the 1st day of each month.
13. The Tenants has not made any payments since the application was filed.
14. The rent arrears owing to January 31, 2023 are \$14,993.01.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$1,661.32 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.
17. Interest on the rent deposit, in the amount of \$3.53 is owing to the Tenants for the period from January 1, 2023 to January 31, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of January 31, 2023, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$13,514.16. 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 does not pay the Landlord the full amount owing on or before December 3, 2023, the Tenants will start to owe interest. This will be simple interest calculated from December 4, 2023 at 7.00% annually on the balance outstanding.

November 22, 2023

Date Issued

Vicky Liu
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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$14,993.01
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	- \$1,661.32
Less the amount of the interest on the last month's rent deposit	- \$3.53
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	\$13,514.16

2023 ONL TB 75870 (CanLII)