



## **Order under Subsection 87(1) Residential Tenancies Act, 2006**

**Citation:** Lake Promenade Apartments Limited v Brown, 2023 ONLTB 67469

**Date:** 2023-10-16

**File Number:** LTB-L-011871-23

**In the matter of:** 415-240 Lake Promenade Etobicoke,  
ON M8W 1B2

**Between:** Lake Promenade Apartments Limited Landlord

**And**

Emma Carter Brown Tenant

Lake Promenade Apartments Limited (the 'Landlord') applied for an order requiring Emma Carter Brown (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on September 20, 2023.

The Landlord's Legal Representative Howard Levenson and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

### **Determinations:**

1. The Tenant did not pay the total rent they were required to pay for the period from February 1, 2023 to March 31, 2023.
2. The lawful rent is \$1,127.40. It is due on the 1st day of each month.
3. The Tenant has not made any payments since the application was filed.
4. The tenancy ended on March 31, 2023 as a result of the Tenant moving out in accordance with an agreement to terminate the tenancy.
5. The Tenant disputed the amount and testified that she didn't believe she owed that much in arrears as she had given her notice on January 21, 2023 to vacate the unit by the end of March but had actually vacated the unit on February 28, 2023 to start a new tenancy on March 1, 2023. The unit's keys were delivered back to the Landlord on March 1, 2023.
6. The Tenant testified that in an effort to line up her finances for her move, she had "bungled" her notice. She testified she gave her 60-day notice to the Landlord on January 21, 2023 however shortly thereafter she advised the Landlord that she could vacate the

unit by the end of February, which she did. The Landlord did not accept the earlier termination date.

7. Based on the evidence provided, I am satisfied that the Tenant provided her notice to terminate the tenancy on January 21, 2023, with a termination date of March 31, 2023.

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**Tribunaux décisionnels Ontario**  
Commission de la location immobilière

The Landlord did not agree to change the terms of that agreement, therefore the Tenant's obligation to pay rent ended on that date.

8. The rent arrears and daily compensation owing to March 31, 2023 are \$2,254.80.
9. The Landlord collected a rent deposit of \$1,114.04 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$23.20 is owing to the Tenant for the period from June 1, 2022 to March 31, 2023.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,303.56. This amount includes rent arrears owing up to March 31, 2023 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before October 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 28, 2023 at 7.00% annually on the balance outstanding.

**October 16, 2023**

**Date Issued**

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Jagger Benham

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.