



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

Citation: Young v Matthews, 2023 ONLTB 66013

Date: 2023-10-16

File Number: LTB-L-005581-23

In the matter of: 1275 County Road 3
Belleville Ontario K8N4Z1

Between: Scott Young and Karen Young Landlord

And

Katelyn Matthews Tenant

Scott Young and Karen Young (the 'Landlords') applied for an order to terminate the tenancy and evict Katelyn Matthews (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

The Landlords also applied for an order to terminate the tenancy and evict the Tenant because the Tenant:

- the Tenant, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord; and
- the Tenant, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises (L2 Application).

This application was heard by videoconference on September 20, 2023 at 09:00 am.

Only the Landlords attended the hearing.

As of 10:17 am, 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on November 3, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 3, 2022 are \$1,920.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$930.00 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 terminated.
9. Interest on the rent deposit, in the amount of \$84.83 is owing to the Tenant for the period from April 29, 2016 to November 3, 2022.
10. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

L2 Application

11. The Landlords have proven on a balance of probabilities the grounds for the claim for compensation in the application.
12. The Landlord Scott Young testified that he served the Tenant with a N5 Notice to terminate the tenancy effective September 15, 2022 following an insurance inspection on July 14, 2022. In the N5 Notice it alleged that
 - a. The Tenant failed to clean or maintain the rental unit;
 - b. That Tenant willfully caused the following damage to the property:
 - i. Put a hole in the screen door;
 - ii. Put a hole in the bifold door to the laundry room;
 - iii. Put holes in the walls of the upstairs bedroom;
 - iv. Broke the kitchen cabinets and drawers;

v. Left garden equipment obscured on the front lawn causing damage to the lawn mower blade.

13. He further testified that the damaged caused by the tenant resulted in out-of-pocket expenses to repair and replace the property at a total cost of \$2,841.95. This was supported by photographs of the damage and receipts for the repair and replacement property entered in evidence.

14. Based on the uncontested testimony and evidence before me I am satisfied on the balance of probabilities that The Landlord has incurred reasonable costs of \$2,841.95 to repair the damage and replace property that was damaged and could not be repaired.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 3, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlords \$1,106.17. 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. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay to the Landlords \$2,841.95 which represents the reasonable costs of repairing the damage and replacing the damaged property
4. The total amount the Tenant owes the Landlords is \$3,948.12.
5. 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 6.00% annually on the balance outstanding.

October 16, 2023

Date Issued

Kelly Delaney

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	\$1,920.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$930.00
Less the amount of the interest on the last month's rent deposit	- \$84.83
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$1,106.17