



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

**Citation:** Burnette v Dampier, 2023 ONLTB 62721

**Date:** 2023-09-19

**File Number:** LTB-L-001723-22

**In the matter of:** 618 SCOTT ST  
FORT FRANCES ON P9A 1H6

**Between:** James Burnette Landlord

**And**

Jennifer Dampier Tenant

James Burnette (the 'Landlord') applied for an order to evict Jennifer Dampier (the 'Tenant') and to order the Tenant to pay the rent that the Tenant owes.

This application was heard by videoconference on August 22, 2023 at 9:22 a.m.

The Landlord's representative Elaine Page, licensed paralegal, and Tracey Dampier attended the hearing. Ms. Dampier advised that she was representing the Tenant but had no written authorization that could be provided to the Board to verify representation.

The Landlord's representative raised a preliminary matter that Ms. Dampier had no standing at the hearing.

### **Preliminary Issue:**

#### *Standing of Ms. Tracey Dampier*

1. Ms. Tracey Dampier attended the hearing and provided evidence that she is the mother of the Tenant and was provided with the opportunity to provide give evidence as to her standing in the hearing and to demonstrate she had authorization to represent the Tenant in the proceeding.

#### *Ms. Tracey Dampier's Evidence*

2. Ms. Dampier testified that the Tenant, Jennifer Dampier died on May 21, 2023 and therefore was unable to attend the hearing.

3. Ms. Dampier testified that before she died, the Tenant requested Ms. Dampier look after things on the Tenant's behalf; however, acknowledged that the Tenant did not ask or instruct Ms. Dampier to represent them in this matter.

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### Landlord's Evidence

4. The Landlord's representative challenged Ms. Dampier's ability to represent the Tenant at the hearing without written authorization, or other verification of representation.
5. The Landlord's representative testified that she, nor the Landlord, nor the Board, had received any documentation that would verify Ms. Dampier was authorized to represent the Tenant.

### Analysis

6. Despite having the opportunity to provide verification that she was authorized to represent the Tenant at the hearing, Ms. Dampier was unable to provide verification that she was so authorized.
7. While I am sympathetic to the circumstances, beyond her stated testimony at the hearing, Ms. Dampier did not provide records or evidence related of the alleged events to substantiate her testimony; nor, did Ms. Dampier provide any evidence she had attempted to reach out to the Board, or the Landlord, or the Landlord's representative in advance of the matter.
8. I find that on a balance of probabilities, there was no authorization provided for Ms. Dampier to represent the Tenant at the hearing and therefore Ms. Dampier has no standing in this matter.
9. Since Ms. Dampier had no standing, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB and 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. The Tenant vacated the rental unit on May 21, 2023. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Landlord amended their application to an L9 application solely for arrears of rent and the filing fee. The Landlord was seeking the arrears outstanding to May 21, 2023.
3. The Tenant did not pay the total rent they were required to pay for the period from March 1, 2020 to May 21, 2023.

4. The lawful rent is \$2,000.00. It is due on the 1<sup>st</sup> day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The tenancy ended on May 21, 2023 as a result of the Tenant moving out. Therefore, the Tenant's obligation to pay rent also ended on that date.
7. The rent arrears and daily compensation owing to May 21, 2023 are \$27,504.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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9. There is no rent deposit.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$27,690.00. This amount includes rent arrears owing up to May 21, 2023 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before September 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2023 at 6.00% annually on the balance outstanding.

**September 19, 2023****Date Issued**

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**Greg Witt**

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.

