



AMENDED
Order under Section 69
Residential Tenancies Act, 2006

Citation: Bowyer v Mills, 2023 ONLTB 46448

Date: 2023-06-29 **File Number:**
LTB-L-011548-22-AM

In the matter of: 12 Coveney
Marathon ON P0T2E0

Between: Carl Bowyer and Carl Bowyer Landlord

And

Melinda Mills Tenant

Carl Bowyer and Carl Bowyer (the 'Landlord') applied for an order to terminate the tenancy and evict Melinda Mills (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

It is determined that:

1. This application was originally heard by videoconference on August 31, 2022 and resolved by order LTB-L-011548-22 issued on January 19, 2023. On January 23, 2023, the Landlord filed a request to amend the order on the basis that it clerically errs in relation to the amount of arrears of rent owing. As the presiding member is no longer an adjudicator with the LTB, I exercised my discretion to consider the request in their absence. As I am unable to determine whether the order clerically errs as alleged without additional submissions from the parties, I determined that it is appropriate for me to direct this request to a clerical amendment hearing.
2. The clerical amendment hearing took place by videoconference on June 5, 2023, at which time only the Landlord attended the hearing. Licensed Paralegal Elaine Page assisted the Landlord as a friend of the LTB.
3. As of 10:07 a.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. As a result, the hearing proceeded with only the Landlord's evidence.

4. 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 N4 Notice by paying the amount of rent

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arrears owing by the termination date in the N4 Notice or before the date the application was filed.

5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on January 31, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
7. The lawful rent is \$1,200.00. It was due on the first day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2023 are \$13,200.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. The Landlord has paid interest on the rent deposit to December 31, 2021. Interest is owing on the rent deposit from January 1, 2022 in the amount of \$27.22. The rent deposit and the interest owing on the rent deposit is applied to the arrears of rent because the tenancy terminated.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 31, 2023, the date the Tenant moved out of the rental unit

2. The Tenant shall pay to the Landlord \$12,158.78. 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 owing on the rent deposit is deducted from the amount owing by the Tenant.

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3. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2023 at 6.00% annually on the balance outstanding.

June 29, 2023

Date Issued

Sean Henry

Vice Chair, 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.