



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

Citation: Osgoode Properties v Chelsea Campbell, 2023 ONLTB 46475

Date: 2023-06-28

File Number: LTB-L-063105-22

In the matter of: 405, 52 BAYSWATER PL KINGSTON
ON K7M2C2

Between: Osgoode Properties Landlord

And

Chelsea Campbell Tenant

Osgoode Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Chelsea Campbell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 8, 2023. Only the Landlord's legal representative, A. Skelly attended the hearing.

The hearing was scheduled to start at 9:00am. I waited until after 9:30am to call the matter, 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:

SERVICE OF NOTICE OF HEARING

1. The Board's records show that the Board's Notice of Hearing was returned and indicated that the Tenant had moved or were unable to be located. At the outset of the hearing the hearing I brought this issue up to the Landlord who indicated that they served the Tenant with a letter on October 19, 2022 informing them that they intended to file an application with the Board as the arrears were not paid. A copy of the letter was submitted as evidence. I am satisfied that the Landlord had put the Tenant on notice that an application would be filed with the Board. Therefore it is reasonable to expect that the Tenant could anticipate an upcoming hearing.

2. The Tenant vacated March 31, 2023, and the Board's records do not show that the Tenant updated their contact information.

3. The Tenant should have updated their contact information with the Board or have opted to have their mail forwarded with Canada Post. Given their lack of due diligence I do not find that this is a mailing issue with respect to the Board. The Notice of Hearing was mailed to the last known address we had recorded- as such I proceeded to hear the matter uncontested.

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L1 APPLICATION

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 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.
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 March 31, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
7. The lawful rent is \$. It was due on the 1st day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to March 31, 2023 are \$6,870.00.
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 \$1,145.00 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.
12. Interest on the rent deposit, in the amount of \$28.70 is owing to the Tenant for the period from March 31, 2022 to March 31, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2023, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$5,882.30. 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.

- If the Tenant does not pay the Landlord the full amount owing on or before July 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 10, 2023 at 6.00% annually on the balance outstanding.

June 28, 2023

Date Issued

Curtis Begg

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.

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**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$6,870.00
Application Filing Fee	\$186.00
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	- \$1,145.00
Less the amount of the interest on the last month's rent deposit	- \$28.70
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	\$5,882.30

