



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

Citation: LALONDE v DIGNARD, 2023 ONLTB 46420

Date: 2023-06-20

File Number: LTB-L-005837-23

In the matter of: 17299 HEADLINE ROAD
LONG SAULT ON K0C1P0

Between: BRADLEY LALONDE Landlord

And

SERGE DIGNARD Tenant

Bradley Lalonde (the 'Landlord') applied for an order to terminate the tenancy and evict Serge Dignard (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant entered into an agreement (N11 form of agreement) to terminate the tenancy. (the L3 application)

These L1 and L3 applications were heard by videoconference on February 16, 2023.

Only the Landlord's Legal Representative, Grace George, attended the hearing.

As of 9:49 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 well, the Landlord's Legal Representative stated she sent the Tenant a courtesy copy of the Notice of Hearing, along with an explanation of how to log into the videoconference. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L3 application

1. The Landlord's Legal Representative stated that the L3 application was filed with the LTB on November 24, 2023 (along with the L1 application), but that the LTB never issued any order from that L3 application.
2. The Landlord's Legal Representative confirmed the validity of the N11 Agreement to the End the Tenancy, which both the Landlord and Tenant signed on August 13, 2022. The termination date in the N11 agreement is October 31, 2022 and the representative also confirmed the Tenant has refused to move out, and has simply stopped paying rents altogether.
3. The Landlord confirmed the Tenant is still in possession of the unit.
4. Based on the foregoing submissions, I find the Landlord and Tenant entered into an agreement to terminate the tenancy as of October 31, 2022.
5. In final submissions, the Landlord made submissions on circumstances he was aware of, and confirmed his request for an order to confirm the termination of the tenancy and to be reimbursed for filing fee costs.
6. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L1 Application

7. 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 L1 application was filed.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The Monthly rent is \$450.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$14.79. This amount is calculated as follows: \$450.00 x 12, divided by 365 days.
11. The Tenant has not made any payments since the L1 application was filed.
12. The rent arrears owing to February 28, 2023 are \$3,150.00.
13. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
14. The total amount of rent arrears and filing costs owing by the Tenant up to February 28, 2023 are \$3,351.00. As of the date of this order's issuance, there have been four additional months of rents payable to the Landlord, which is reflected in the order below. If the Tenant has made any rent or arrears payments to the Landlord after the hearing date

(February 16, 2023), then these payments are not reflected in the order below, but must be accounted for by the parties separately.

15. The Landlord collected a rent deposit of \$450.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
16. Interest on the rent deposit, in the amount of \$87.53 is owing to the Tenant for the period from October 1, 2011 to February 16, 2023.
17. As the L3 application has been determined to be successful (as given above), this means the tenancy between the parties will terminate in a final (non-remedial) way. As such, the L1 application has been converted to an arrears-only application and cannot be voided.

It is ordered that:

Both L1 and L2 Applications

1. The tenancy between the Landlord and Tenant is terminated in a final (non-remedial) way. The Tenant must move out of the rental unit on or before July 1, 2023.
2. If the unit is not vacated on or before July 1, 2023, then starting July 2, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 2, 2023.
4. The Tenant shall pay to the Landlord \$2,600.11. This amount includes rent arrears owing up to the date of the hearing (February 16, 2023) and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$14.79 per day for the use of the unit starting February 17, 2023 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 1, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 2, 2023 at 6.00% annually on the balance outstanding.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 20, 2023**Date Issued**

Alex Brkic

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 2, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1
SUMMARY OF CALCULATIONS****A. Amount the Tenant must pay because the tenancy is terminated**

Rent Owning To Hearing Date (Feb 16/2023)	\$2,936.64
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	- \$450.00
Less the amount of the interest on the last month's rent deposit	- \$87.53
Total amount owing to the Landlord	\$2,600.11
Plus daily compensation owing for each day of occupation starting February 17, 2023	\$14.79 (per day)