



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

Citation: TRISTAN PHILIPPE v LYNE ARSENAULT, 2023 ONLTB 42618

Date: 2023-06-13

File Number: LTB-L-063583-22

In the matter of: B, 884 SMYTH ROAD, OTTAWA ONTARIO
K1G1P6

Between: TRISTAN PHILIPPE Landlord

And

LYNE ARSENAULT Tenant

TRISTAN PHILIPPE (the 'Landlord') applied for an order requiring LYNE ARSENAULT (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on May 24, 2023.

Only the Landlord and the Landlord's representative, Naureen Sikder attended the hearing.

As of 9:48 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.

Determinations:

1. The Tenant did not pay the total rent they were required to pay for the period from January 1, 2022 to March 31, 2023.
2. The lawful rent is \$1,233.00. It is due on the 1st day of each month.
3. The Tenant has not made any payments since the application was filed.
4. The Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent ends on March 31, 2023
5. The rent owing is pursuant to subsection 88(1) if the *Residential Tenancies Act, 2006* (the 'Act') which requires the Tenant to give 60 days notice to terminate the tenancy. If the Tenant

fails to give 60 days notice to the Landlord, then the Landlord is entitled to seek arrears of rent to the earliest possible termination date, which in this matter would have been March 31, 2023.

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Commission de la location immobilière

6. The Tenant provided notice to end the tenancy to the Landlord on January 7, 2023. The Tenant vacated the rental until on March 1, 2023.
7. The Tenant did not attend the hearing to give evidence of their circumstances and thus, I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for arrears. There is no dispute that the rent owing to the end of the required notice period.
8. The rent arrears and daily compensation owing to March 31, 2023 are \$2,439.00
9. The Landlord collected a rent deposit of \$1,109.00 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 is terminated.
10. Interest on the rent deposit, in the amount of \$27.17 is owing to the Tenant for the period from September 17, 2020 to March 31, 2023.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,503.83. This amount includes rent arrears owing up to March 31, 2023 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 24, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 25, 2023 at 6.00% annually on the balance outstanding.

June 13, 2023
Date Issued

Camille Clyne

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

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