



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

Citation: Sarah Dewbury v Lauren Haddock, 2023 ONLTB 42290

Date: 2023-06-08

File Number: LTB-L-005877-23

In the matter of: 89 Essex Street
Guelph ON N1H3K9

Between: Sarah Dewbury Landlord

And

Lauren Haddock Tenant

Sarah Dewbury (the 'Landlord') applied for an order to terminate the tenancy and evict Lauren Haddock (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 25, 2023.

Only the Landlord attended the hearing. The Tenant's parents Amanda Haddock and James Haddock were also present. A. DeWilde also attended as support for the Tenant's parents.

As of 10:35 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.

Preliminary issue:

1. The Tenant's mother Amanda Haddock requested that the application be amended to remove her as a respondent. Although her name appeared on the lease agreement, she testified that their daughter had forged her signature and that she was not a tenant of the rental unit. The Landlord opposed the request, submitting that she was a tenant and thus ought to remain as a respondent.
2. The definition of a "tenant" under the *Residential Tenancies Act, 2006* (the 'Act') "includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives".
3. Section 202 of the Act requires that the Board ascertain the real substance of transactions and activities between the parties, and in doing so it may disregard the "outward form of a transaction" and may "have regard to the pattern of activities relating to the residential complex or the rental unit." What this means is that even if AH had signed the lease, it would not be determinative that she was a tenant unless she otherwise fit the Act's definition.
4. The Landlord testified that AH complained to her about the conditions of the rental unit after the application was filed with the LTB. She gave no further evidence regarding her interactions with AH in relation to the unit. However, she did not witness the signing.

5. AH testified that she did not sign the lease and never intended to pay rent in exchange for the right to occupy the unit. AH entered into evidence her health card and passport to demonstrate that it was not her signature on the lease.
6. I am satisfied that AH does not meet the definition of a tenant within the meaning of the Act and as such is not a proper respondent to this application. It is amended accordingly.

Determinations:

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 application was filed.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. The Tenant vacated the rental unit on February 3, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
10. The lawful rent is \$2,400. It was due on the 1st day of each month.
11. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
12. The rent arrears owing to February 3, 2023 are \$8,836.70.
13. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,400.00 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.
15. Interest on the rent deposit, in the amount of \$40.77 is owing to the Tenant for the period from June 1, 2022 to February 3, 2023.

It is ordered that:

16. The tenancy between the Landlord and the Tenant is terminated as of February 3, 2023, the date the Tenant moved out of the rental unit
17. The Tenant shall pay to the Landlord \$6,596.93. 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.
18. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2023 at 6.00% annually on the balance outstanding.

June 8, 2023
Date Issued

William Greenberg
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.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.

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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	\$9,836.70
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
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	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$40.77
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	\$6,596.93

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