



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

**Citation:** Wear v Kendrick, 2023 ONLTB 34260

**Date:** 2023-06-02

**File Number:** LTB-L-024759-22

**In the matter of:** Lower, 207 PARK ST NORTH  
PETERBOROUGH ON K9J3P7

**Between:** Adrianes (Ed) Verhoeven Landlord  
Hilary Wear

**And**

Michelle Kendrick Tenant

Adrianes (Ed) Verhoeven and Hilary Wear (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Kendrick (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 5, 2023.

Only the Landlord attended the hearing.

As of 10:42 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 was in possession of the rental unit on the date the application was filed but vacated on October 31, 2022.
2. On November 15, 2021, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served the same day. The Landlord claimed rabbit feces and urine in the living room and people living in the unfinished basement. The Landlord also claimed that the Tenant left a candle unattended causing a fire to start.
3. On December 2, 2021, the Landlord gave the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act), alleging the Tenant is still using the unfinished basement to house people.

4. The Tenant vacated the unit on October 31, 2022. Therefore, the merits of the Landlord's eviction application were not heard.
5. The Landlord also applied for an order requiring the Tenant to pay compensation under section 87(3)(a) of the Act:
  - (3) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay compensation for the use and occupation of the rental unit after a notice of termination or an agreement to terminate the tenancy has taken effect if,
    - (a) the tenant or former tenant is or was in possession of the rental unit after the termination of the tenancy;
6. Based on the Monthly rent, the daily compensation is \$38.63. This amount is calculated as follows: \$1,175.00 x 12, divided by 365 days.
7. Tenant was required to pay the Landlord \$18,774.25 in rent/daily compensation for use and occupation of the rental unit for the period from December 19, 2021 to October 31, 2022
8. The Landlord testified that the Tenant has not paid rent from July 2023 to October 2023 rent.
9. The Landlord collected a rent deposit of \$1,175.00 from the Tenant and this deposit was used up against June 2022 rent. Interest on the rent deposit, in the amount of \$5.83 is owing to the Tenant for the period from September 1, 2021 till May 31, 2022.
10. After deducting the payments made by the Tenant since December 19, 2021, the Tenant's rent deposit and the interest owing on the rent deposit, the total outstanding daily compensation owing to the Tenant is \$4,745.66.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated on October 31, 2022, the day the Tenant vacated the rental unit.
2. The Tenant shall pay to the Landlord \$4,745.66, which represents compensation for the use of the unit from July 1, 2022 to October 31, 2022, less the interest the Landlord owes on the rent deposit.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 13, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2023 at 6.00% annually on the balance outstanding.

**June 2, 2023**  
**Date Issued**

---

**Sheena Brar**  
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.

2023 ONLTB 34260 (CanLII)