



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

Citation: Skyline Living v Bradley Smith, 2023 ONLTB 32199

Date: 2023-06-02

File Number: LTB-L-056308-22

In the matter of: 705, 369 LONDON RD SARNIA
ON N7T4W5

Between: Skyline Living Landlord

And

Bradley Smith Tenant

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Smith and Matthew McDougall (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 13, 2023.

The Landlord's agent Maria Ceglie, Matthew McDougall, former Tenant, and the Tenant Bradley Smith(BS) attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,047.67. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.44. This amount is calculated as follows: \$1,047.67 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$9,275.73.
7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Rent Arrears

10. At the hearing, former tenant Matthew McDougall requested to have his name removed as a party to the matter since he vacated the unit on June 01, 2022 and sent a message to the resident manager McKenna Kamika via Facebook on July 24, 2022, at 3:45 pm. Matthew McDougall claims that he received an email on July 25, 2022, requesting to complete a pre-authorized cancellation fees form, which he did and sent back to her on July 27, 2022, at 8:00 pm.
11. BS testified at the hearing that Matthew McDougall vacated the unit on June 01, 2022 and that McKenna Kamika had him complete the pre-authorized form, which confirmed that Matthew McDougall was no longer a Tenant. BS testified that the arrears started after Matthew McDougall had vacated the unit, and he is responsible for the arrears.
12. As a result, Matthew McDougall will be removed as a party to the matter.

Consent Agreement:

13. At the hearing, the parties before the Board consented to terminate the tenancy as of April 14, 2023. Additionally, BS is responsible for paying \$9,481.73 to the Landlord for rent that has not been paid up to April 30, 2023, along with any associated costs.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until April 14, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 14, 2023.

2. The Tenant shall pay to the Landlord **\$8,916.22**. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$34.44 per day for the use of the unit starting April 14, 2023 until the date the Tenant moves out of the unit.
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.
5. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
6. If the unit is not vacated on or before April 14, 2023, then starting April 15, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 April 15, 2023.

June 2, 2023

Date Issued

Percy Laryea

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 October 15, 2023 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.

*Note: When the Board 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

**Schedule 1
SUMMARY OF CALCULATIONS**

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

Rent Owning To Hearing Date	\$8,675.78
Application Filing Fee	\$186.00
NSF Charges	\$20.00

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	- \$
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	\$8,881.78
Plus daily compensation owing for each day of occupation starting April 14, 2023	\$34.44 (per day)