



**Order under Section 69/77  
Residential Tenancies Act, 2006**

**Citation:** Janet Yates v Andrew Harvey, 2023 ONLTB 39609

**Date:** 2023-05-29

**File Number:** LTB-L-030802-23

**In the matter of:** 3 Bridle Path  
St Thomas Ontario N5R0B4

**Between:** Janet Yates Landlord

**And**

Andrew Harvey Tenant

Janet Yates (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Harvey (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.

And

- 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.
- The Landlord incurred reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.
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And

- The Tenant entered into an agreement to terminate the tenancy and did not move out of the rental unit.

This application was heard by videoconference on May 16, 2023.

Only the Landlord attended the hearing.

As of 9:25 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:**

Preliminary issue:

1. The Landlord advised that Andrew Harvey is the only tenant on the lease, as such the application was amended to remove Chelsea Clark, included in the Landlord's application in error.

L1 Application

2. 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.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on March 31, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
5. The lawful rent is \$2,500.00. It was due on the 1st day of each month.
6. The Tenant has paid \$1,500.00 since the application was filed.
7. The rent arrears owing to March 31, 2023 are \$8,500.00.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,500.00 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 terminated.
10. Interest on the rent deposit, in the amount of \$25.86 is owing to the Tenant for the period from November 1, 2022 to March 31, 2023.

L2 Application

11. The L2 application based on the N5 notice for allegations of substantial interference is moot as the Tenant has vacated the rental unit.

Compensation for unpaid utilities

12. The Tenant failed to pay electric and gas utility costs that they were required to pay under the terms of the tenancy agreement, as evidenced at the time of hearing.
13. The Landlord has incurred reasonable out-of-pocket expenses of \$1,663.62, as a result of the Tenant's failure to pay water costs. The amount owing was for utility provided by Enbridge and Entegrus up the period the Tenant moved out the rental unit.

14. Since I found that the Landlord has incurred out-of-pocket expenses for the water utility that the Tenant was required to pay under the terms of the tenancy agreement, the Tenant will be ordered to pay this amount to the Landlord.

**L3 Application**

15. The L3 application based on the N11 agreement to terminate the tenancy is moot as the Tenant has vacated the rental unit.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2023, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$6,175.14. This represent rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application less the rent deposit. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall pay to the Landlord \$1,663.62, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
4. The total amount the Tenant shall pay to the Landlord is \$7,838.76.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2023, the Landlord will start to owe interest. This will be simple interest calculated from June 10, 2023 at 6.00% annually on the balance outstanding.

**May 29, 2023**

**Date Issued**

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Alicia Johnson

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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$10,000.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,500.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$25.86
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$6,175.14</b>