



**Order under Section 21.1 69
Residential Tenancies Act, 2006**

Citation: Natalie Wallace-schlieffer v Courtney Gibson, 2023 ONLTB 38790

Date: 2023-05-24

File Number: LTB-L-071947-22-AM

In the matter of: BASEMENT UNIT, 47 CORNWALL RD
BRAMPTON ON L6W1M8

Between: Natalie Wallace-schlieffer and Shaine Schlieffer Landlord

And

Courtney Gibson Tenant

AMENDED ORDER

Pursuant to a request received from the Landlord Representative and having reviewed the evidence previously submitted the order has been amended to reflect that the rent was due the 15th of each month and the last month rent deposit was applied to March 2022 rent therefore the total amount owing is \$4,986.00, Deletions have been struck through and insertions have been bolded and underlined The order is otherwise unchanged

Natalie Wallace-schlieffer and Shaine Schlieffer (the 'Landlord') applied for an order to terminate the tenancy and evict Courtney Gibson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 10, 2023 at 1:00 pm.

The Landlord Representative Peter Balatidis, the Landlord's, the Tenant Representative Amreek Singh Gill and the Tenant attended the hearing

Preliminary Issues:

1. At the outset of the hearing the Landlord Representative requested that the Tenant's evidence not be admitted because the Tenant did not disclose it before the hearing.
2. In response the Tenant Representative testified that he had uploaded the evidence to the Board portal and sent the disclosure via express post on April 17, 2023 and as such was provided in accordance with the Board's disclosure rules, therefore should be allowed.

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3. The Landlord Representative submitted that he did not consent to service by uploading their documents to TOP and he had not viewed the Tenant's s.82 submissions on the portal. He then re-affirmed that he had not received any such disclosure via mail and re-iterated his submission, adding that to not allow it would not prejudice the Tenant as they could still submit their own application.
4. Subsequent to this, and on my own questioning, the Tenant Representative acknowledged that he could not provide any evidence to substantiate his claim he had sent the Tenant's disclosure package. If it was in fact sent by express post, then I would have expected the Tenant Representative to be able to provide some evidence to support this assertion.
5. Accordingly, based on the above submissions I directed that the matter would proceed without the Tenant's evidence as it would prejudice the Landlord and the Tenant's rights would still be protected as they could file their own application. Further, as the Tenant has already vacated the rental unit, the Tenant's inability to rely upon this evidence will have no impact on the status of the tenancy.

Determinations:

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on December 27, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
7. The lawful rent is \$1,200.00. It was due on the 1st 15th day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The alleged arrears owing to December 27, 2022 were \$4,800.00.
10. The Tenant Representative disputed the amount owing, submitting that the abatement sought by the Tenant would significantly offset the arrears. However, as discussed above, the evidence the Tenant seeks to rely upon to support this claim was not disclosed to the Landlord and therefore will not be considered here.
11. Accordingly, I determined that the arrears were \$4,800.00, as alleged by the Landlord.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,200.00 from the Tenant **and was applied to the March to April 2022 rent**. ~~this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.~~
14. ~~Interest on the rent deposit, in the amount of \$17.40 is owing to the Tenant for the period from October 13, 2021 to December 27, 2022.~~

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 27, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord ~~\$3,768.60~~ **\$4,986.00** 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.
3. If the Tenant does not pay the Landlord the full amount owing on or before ~~June 4, 2023~~, **October 15, 2023** the Tenant will start to owe interest. This will be simple interest calculated from ~~June 5~~, **October 16, 2023**, at 6.00% annually on the balance outstanding.

May 24, 2023

**Date Original Order
Issued**

Kelly Delaney

Member, Landlord and Tenant Board

October 4, 2023

**Date Amended Order
Issued**

Kelly Delaney

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	\$4,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
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	-\$1,200.00
Less the amount of the interest on the last month's rent deposit	-\$17.40
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	\$3,768.60 \$4,986.00

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