



## **Order under Subsection 87(1) Residential Tenancies Act, 2006**

**Citation:** Drummond Place v Kristen Mcgibbon, 2023 ONLTB 36717

**Date:** 2023-05-16

**File Number:** LTB-L-012074-23

**In the matter of:** 404, 5521 Drummond Road  
Niagara Falls Ontario L2G7G8

**Between:** Drummond Place Landlord

**And**

Kristen Mcgibbon Tenant

Drummond Place (the 'Landlord') applied for an order requiring Kristen Mcgibbon (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on April 12, 2023.

Only the Landlord's representative, Joey Kay attended the hearing.

As of 1:54 p.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 did not pay the total rent they were required to pay for the period from December 1, 2022 to January 31, 2023.
2. The lawful rent is \$1,223.38. It is due on the 1st day of each month.
3. The Tenant has not made any payments since the application was filed.
4. The Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the tenancy and the Tenant's obligation to pay rent ends on January 31, 2023.

5. The Tenant provided notice to end the tenancy to the Landlord on November 28, 2022. The Tenant vacated the rental until on December 31, 2022. The Tenant paid the rent owing until November 30, 2022 however the Tenant has not paid rent for December 2022.
6. The Tenant did not attend the hearing to give evidence of their circumstances and thus, I did not have the opportunity to hear their evidence regarding their circumstances or to

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Commission de la location immobilière

dispute the Landlord's application for arrears. There is no dispute that the rent owing to the end of the required notice period.

7. I find that the Tenant provided short notice to terminate the tenancy and owe the Landlord the rent that would have come due if they had given sufficient notice required under the *Residential Tenancies Act, 2006*, (the 'Act'). They will be ordered to pay it as set out below.
8. The rent arrears owing to January 31, 2023 are \$2,446.76
9. The Landlord collected a rent deposit of \$1,168.35 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.
10. Interest on the rent deposit, in the amount of \$22.59 is owing to the Tenant for the period from November 30, 2022 to January 31, 2023.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,456.82. This amount includes rent arrears owing up to January 31, 2023 and the cost of the application minus the rent deposit and interest owing on the deposit.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 28, 2023 at 6.00% annually on the balance outstanding.

**May 16, 2023**  
**Date Issued**

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Camille Clyne

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.

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