



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

**Citation:** Marites Arzadon v Ryan Chard, 2023 ONLTB 33801

**Date:** 2023-05-12

**File Number:** LTB-L-026459-22

**In the matter of:** 775 UPPER OTTAWA ST HAMILTON  
ON L8T3T8

**Between:** Marites Arzadon Landlord

**And**

Kassandra McInnes Tenants Ryan Chard

### **L1 Application – Non-Payment of Rent**

Marites Arzadon (the 'Landlord') applied for an order to terminate the tenancy and evict Kassandra McInnes and Ryan Chard (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

### **L2 Application – Failure to Pay Utility Costs**

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs that the Tenants were required to pay under the terms of the tenancy agreement.

These two applications were heard by videoconference on April 19, 2023. The Landlord and the Landlord's representative, Nicolina Camarda, attended the hearing. As of 1:38 pm, the Tenants were 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.

### **Preliminary Issues:**

1. The Landlord's representative submitted that the Landlord ceased to be the Landlord for this tenancy on August 23, 2022 when the unit was sold to the current Landlord, Hilario Bautista. The Landlord provided the Statement of Adjustments for the sale of the unit

reflecting that the rent of \$1,900.00 for August 2022 was payable to the Landlord on August 1, 2022. Therefore, the rent of \$551.61 for the period of August 23, 2022 to August 31, 2022 was listed as a credit to the purchaser on the Statement of Adjustments. The Statement of Adjustments also listed the last month's rent deposit of \$1,900.00 as a credit to the purchaser.

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2. The Landlord's representative submitted further that, given the Landlord was not the current Landlord for the tenancy, the Landlord was not seeking an eviction of the Tenants, but was only seeking the rent arrears owed to the Landlord up to August 31, 2022 – the last day that the Landlord was entitled to receive rent. The Landlord requested to amend the L1 application accordingly.
3. Pursuant to s. 200(1) of the *Residential Tenancies Act, 2006* (the "Act"), and in accordance with the Board's Rule of Procedure 15.4, I granted the Landlord's request to amend the L1 application. The Landlord's request for the recovery of rent arrears will be considered pursuant to s. 87(1)(a) and s. 87(1.1)(a) of the Act.

#### **Determinations:**

##### **L2 Application – Failure to Pay Utility Costs**

1. The Landlord requested a withdrawal of this application.
2. In accordance with subsection 200(4) of the Act, I consented to the withdrawal of the application.

##### **L1 Application – Non-Payment of Rent**

3. The Landlord filed the L1 application on May 12, 2022. The Tenants were in possession of the rental unit on the date the application was filed. The Tenants remained in possession of the rental unit on August 31, 2022, the last day the Landlord was entitled to receive rent as per the Statement of Adjustments for the unit's transfer of ownership on August 23, 2022.
4. The lawful monthly rent was \$1,900.00. As requested by the Tenants on October 26, 2021, the monthly rent was due in two payments of \$950.00 each on the 1<sup>st</sup> and 15<sup>th</sup> day of each month.
5. Based on the monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.

6. The Tenants have paid \$2,874.00 to the Landlord since the application was filed on May 12, 2022 to August 31, 2022.
7. The rent arrears owing to August 31, 2022 are \$4,855.27.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,900.00 from the Tenants on June 5, 2021 and this deposit, effective August 23, 2022, is being held by the current Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. This tenancy is not terminated.

**It is ordered that:**

1. The Landlord's L2 application is dismissed.

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2. The Tenants shall pay to the Landlord \$5,041.27. This amount includes rent arrears of \$4,855.27 owing to August 31, 2022 and the \$186.00 cost of filing the application.
3. If the Tenants do not pay the Landlord the full amount owing on or before May 31, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 1, 2023 at 6.00% annually on the balance outstanding.

**May 12, 2023**

**Date Issued**

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Frank Ebner

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.