



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

Citation: Vormittag v White, 2023 ONLTB 34619

Date: 2023-05-04

File Number: LTB-L-059878-22

In the matter of: E011, 30 BRADMON DRIVE
ST. CATHARINES ONTARIO L2M1R6

Between: Lorelei Vormittag Landlords Panoramic Properties Inc.

And

Melissa White

Tenant

Lorelei Vormittag and Panoramic Properties Inc. (the 'Landlords') applied for an order requiring Melissa White (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on March 28, 2023.

The Landlords attended the hearing. The Landlords were represented by Lauren Brace.

As of 10:32 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:

1. The Tenant did not pay the total rent they were required to pay for the period from June 1, 2022 to July 31, 2023.
2. The lawful rent is \$1,577.70. 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 Tenant's obligation to pay rent ends on July 31, 2022.
5. Subsection 88(1)1 of the *Residential Tenancies Act, 2006* (the 'Act') provides that if the tenant vacated the rental unit after giving notice that was not in accordance with the Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with the Act.

6. Section 16 of the Act provides that when a tenant becomes liable to pay any amount as a result of a breach of tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses.

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7. The Tenant gave the Landlord a Tenant's Notice to End the Tenancy (the 'N9 Notice') on and around June 7, 2022 with a termination of date of July 1, 2022, which was inconsistent with section 44 of the Act which obligates a tenant to provide 60 days notice. The Landlord mitigated its losses by re-renting the unit for August 1, 2022, therefore, pursuant to subsection 88(1)1 of the Act, the Tenant is liable for rent until July 31, 2022.
8. The rent arrears and daily compensation owing to July 31, 2022 are \$1,568.50
9. The Landlord collected a rent deposit of \$1,559.00 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 is terminated.
10. Interest on the rent deposit, in the amount of \$31.92 is owing to the Tenant for the period from July 31, 2022.
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 \$1,769.50. This amount includes rent arrears owing up to July 31, 2022, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2023 at 6.00% annually on the balance outstanding.

May 4, 2023

Date Issued

Emile Ramlochan

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.

