



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

Citation: Skyline Living v Verroen, 2023 ONLTB 34161

Date: 2023-05-02

File Number: LTB-L-010094-23

In the matter of: 405, 131 Maxwell Street
Sarnia ON N7T7N9

Between: Skyline Living Landlord

And

Ethan Verroen Tenant

Skyline Living (the 'Landlord') applied for an order requiring Ethan Verroen (the 'Tenant') to pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 27, 2023.

Only the Landlord's representative J Mazorodze attended the hearing.

As of 2:46 pm, 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 December 31, 2022.
2. The lawful rent is \$1,131.83. 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 was in possession of the rental unit when the application was filed but vacated on November 30, 2022. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy.
5. On November 10, 2022 the Tenant submitted to the Landlord an Agreement to Terminate the Tenancy (Form N11) purporting to terminate the tenancy on November 20, 2022. However, the N11 was not signed by the Landlord and the Landlord never agreed to terminate the tenancy on that date.
6. A tenant can give a landlord a Tenant's Notice to End the Tenancy (Form N9) to terminate the tenancy. However, even if I treated the Form N11 the Tenant gave the Landlord as a Form N9, the tenancy would still not be lawfully terminated on November 20, 2022. The Tenant's notice was not valid because it does not comply with section 44(2) of the *Residential Tenancies Act, 2006* (the 'Act'), which states:

A notice under section 47...to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.

7. Section 88(1) paragraph 1. of the 'Act', states:

If the tenant vacated the rental unit after giving notice that was not in accordance with this 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 section 47, 96 or 145, as the case may be.

8. In this case, the earliest possible valid termination date that the Tenant could have listed on an N9 notice given on November 10, 2022 would be January 31, 2023.
9. However, the Landlord's representative said that the unit was rented on or about January 15, 2023, and that the Landlord was only seeking rental arrears to December 31, 2022.
10. Therefore, I find that the Tenant's obligation to pay rent ended on December 31, 2022.
11. The rent arrears and daily compensation owing to December 31, 2022 are \$1,131.83
12. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which were returned NSF.
13. 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 \$1,352.83. This amount includes rent arrears owing up to December 31, 2022 and the cost of filing the application and unpaid NSF charges.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 13, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 14, 2023 at 6.00% annually on the balance outstanding.

May 2, 2023

Date Issued

Heather Kenny

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.