



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

Citation: 869797 Ontario Limited v Myers, 2023 ONLTB 33342

Date: 2023-05-01

File Number: LTB-L-051801-22

In the matter of: 9, 578 COLBORNE ST
LONDON ON N6B2T8

Between: 869797 Ontario Limited Landlord

And

Peter Myers Tenant

869797 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Myers (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's Representative, Soultana Anastasiadis, attended the hearing.

As of 1:45pm, 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 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 28, 2022, the rental unit was damaged by a fire. The damage was substantial and, pursuant to section 50 of the *Residential Tenancies Act, 2006* (the 'Act'), required the tenancy to be terminated to carry out the necessary repairs.
4. Section 54(1) of the Act states:

A landlord shall compensate a tenant who receives notice of termination of a tenancy under section 50 for the purpose of repairs or renovations in an amount equal to three months rent or shall offer the tenant another rental unit acceptable to the tenant...

5. On September 28, 2022, the Tenant was moved to a different rental unit, also operated by the Landlord. Based on this information, I find that the Landlord has complied with section 54(1) of the Act.
6. The Landlord stated that the Tenant has not been paying his rent at the new rental unit, however this application is based on the notice served to the rental unit stated on the N4. Without proper notice served to the Tenant at his current address, the Board does not have the jurisdiction to issue an order for eviction.
7. As of the date of the hearing, the repairs to the rental unit have not been completed.
8. I find that the tenancy at unit 9 on 578 Colborne Street terminated on September 28, 2022. Therefore, only an order for arrears can be made based on this application.
9. Since the Tenant vacated the rental unit on September 28, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
10. The lawful rent is \$495.88. It was due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to September 28, 2022, are \$1,944.04.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$490.00 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 terminated.
15. Interest on the rent deposit, in the amount of \$5.85 is owing to the Tenant for the period from October 1, 2021, to September 28, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 28, 2022.
2. The Tenant shall pay to the Landlord \$1,634.19. 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 May 12, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 13, 2023, at 6.00% annually on the balance outstanding.

May 1, 2023

Date Issued

15 Grosvenor St, Ground Floor
Toronto ON M7A 2G6

Robert Brown
Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$1,944.04
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	- \$490.00
Less the amount of the interest on the last month's rent deposit	- \$5.85
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	\$1,634.19

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