



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

Citation: Medallion Corporation v Pethera Lanae Gaitor, 2023 ONLTB 31748

Date: 2023-04-28

File Number: LTB-L-067018-22

In the matter of: 2106, 700 KING ST
LONDON ON N5W0A6

Between: Medallion Corporation Landlord

And

Pethera Lanae Gaitor Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Pethera Lanae Gaitor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques

This application was heard by videoconference on April 11, 2023.

The Landlord representative Prarthana Bhat and the Tenant attended the hearing

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. The Tenant vacated the rental unit on March 17, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$. It was due on the 1st day of each month.
5. The Tenant has paid \$1,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 17, 2023 are \$6,486.40.

7. 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.
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 \$1,050.00 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.
10. Interest on the rent deposit, in the amount of \$35.76 is owing to the Tenant for the period from May 25, 2021 to March 17, 2023.
11. The parties disagreed over the outstanding rent arrears. The Landlord claims that the Tenant owes rent arrears up to April 10, 2023, since it was the date Landlord found out from the Hydro company that the Tenant has the Landlord found on April 10, 2023, that the Tenant vacated unit without any notice.
12. In response, the Tenant alleges that she vacated the rental unit on November 23, 2022 and gave the keys to the keys to someone in the building's management office. When I asked her if she could provide that individual's name, a notice of termination, or correspondence informing the Landlord about her vacating the unit on November 23, 2023, as evidence to the Board, she could not do so.
13. As the applicant in this proceeding, the Landlord submitted the invoice notice from the Hydro company, Metergy Solutions Inc., to the Board as evidence. The invoice was emailed to the Landlord on March 17, 2023, at 1:23 pm shows that Metergy Solutions Inc informed the Landlord that the Tenant had cancelled hydro services as of November 22, 2022.
14. Given these circumstances, I find the Landlord's evidence accurate, on a balance of probabilities, that the Tenant vacated the unit on November 23, 2022, without any notice of termination. As a result, the rent arrears will be calculated up to March 17, 2023, as it was the date the Landlord found out about the vacant unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 17, 2023, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$4,075.25. 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 and unpaid NSF charges. 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 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 10, 2023 at 6.00% annually on the balance outstanding.

April 28, 2023

Date Issued

Percy Laryea

Member, Landlord and Tenant Board

15 Grosvenor St, 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.

*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	\$6,155.01
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,200.00
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	- \$1,050.00
Less the amount of the interest on the last month's rent deposit	- \$35.76
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	\$4,075.25