



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

Citation: Goldmar Property Management v Foley, 2023 ONLTB 33114

Date: 2023-04-26

File Number: LTB-L-042265-22

In the matter of: 8, 416 LINCOLN RD
Windsor ON N8Y2G5

Between: Goldmar Property Management Landlord

And

Emily Foley and Jordan Whelan Tenants

Goldmar Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Emily Foley and Jordan Whelan (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord was represented at the hearing by Tim Currie. 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.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on December 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The rent arrears owing to December 31, 2022, are \$9,800.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$1,250.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
7. Interest on the rent deposit, in the amount of \$16.60 is owing to the Tenant for the period from November 23, 2021, to December 31, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of December 31, 2022, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$8,719.40. 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 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 8, 2023, at 6.00% annually on the balance outstanding.

April 26, 2023

Date Issued

Bryan Delorenzi

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.

**Schedule 1
SUMMARY OF CALCULATIONS**

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

Rent Owing To Move Out Date	\$9,800.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,250.00
Less the amount of the interest on the last month's rent deposit	- \$16.60
Total amount owing to the Landlord	\$8,719.40