



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

Citation: SANDRA LAZARUS v DENNIS FULTON, 2023 ONLTB 32428

Date: 2023-04-24

File Number: LTB-L-015142-23

In the matter of: BASEMENT, 53 FERNHILL BLVD OSHAWA
ON L1J5J1

Between: SANDRA LAZARUS Landlord

and

DENNIS FULTON and MICHELLE Tenant MCKELVEY

SANDRA LAZARUS (the 'Landlord') applied for an order to terminate the tenancy and evict DENNIS FULTON and MICHELLE MCKELVEY (jointly referred to as the 'Tenant' in this Order) because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord attended the hearing

As of 3:16 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB.

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. I find the Tenant vacated the rental unit on August 6, 2022, based on the uncontested evidence of the Landlord that she attended at the rental unit on this date, saw the Tenant moving out, and on returning to the rental unit on August 13, 2022, confirmed their belongings had been removed.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. Rent arrears are calculated up to the date the Tenant vacated the unit.
5. The lawful rent was \$1,300.00. It was due on the 1st day of each month.

6. The Tenant paid \$1,200.00 to the Landlord after the application was filed.

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7. The Landlord collected a rent deposit of \$1,300.00 from the Tenant and this deposit was applied to the month of June 2022.
8. I therefore find the rent arrears owing to August 6, 2022, were \$2,956.44. However, the Landlord waived any entitlement to arrears above \$2,600.00 as this amount represented the rent not paid for April and May 2022.
9. The Landlord also admitted she never paid interest on the rent deposit and this was owed. I therefore find interest on the rent deposit in the amount of \$15.43 is owing to the Tenant for the period from August 11, 2021 to August 6, 2022.
10. Finally, I find 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 tenancy between the Landlord and the Tenant is terminated as of August 6, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$2,785.57. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit up to the amount of \$2,600.00 and the cost of filing the application. The interest the Landlord owes on the rent deposit has been deducted from the amount owing by the Tenant.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 5, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 6, 2023 at 6.00% annually on the balance outstanding.

April 24, 2023

Date Issued

Rebecca Case

Vice Chair, 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.

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