



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

**Citation:** Williams & McDaniel Property Management v Meyer, 2023 ONLTB 30518

**Date:** 2023-04-19

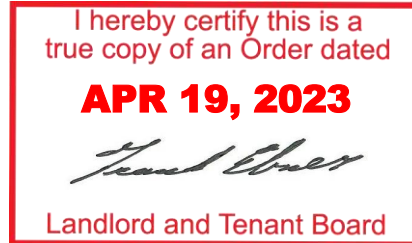
**File Number:** LTB-L-011435-23

**In the matter of:** 306, 42 Westwood Drive  
Kitchener ON N2M2K4

**Between:** Williams & McDaniel  
Property Management

**And**

Reiner Meyer



Landlord

Tenant

Williams & McDaniel Property Management (the 'Landlord') applied for an order requiring Reiner Meyer (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 28, 2023. The Landlord's representative, Tim Kelly attended the hearing. As of 11:34 am, 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 vacated the rental unit on January 31, 2023. The Tenant was in possession of the rental unit on the date the application was filed on December 9, 2022.
2. The Tenant did not pay the total rent they were required to pay for the period from December 1, 2022 to January 31, 2023.
3. The lawful rent was \$1,478.15. It was due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The tenancy ended on January 31, 2023 as a result of the Tenant moving out on January 31, 2023, in accordance with a notice of termination the Tenant provided to the Landlord on November 22, 2022. The Landlord agreed to the Tenant vacating the unit on January 31, 2023. Therefore, the Tenant's obligation to pay rent also ended on January 31, 2023.
6. The rent arrears and daily compensation owing to January 31, 2023 are \$2,920.25
7. The Landlord collected a rent deposit of \$1,425.00 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 is terminated.

8. Interest on the rent deposit, in the amount of \$37.20, is owing to the Tenant for the period from July 10, 2020 to January 31, 2023.
9. The Landlord is entitled to \$52.10 to reimburse the Landlord for administration charges the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which were returned NSF on May 9, 2022, June 8, 2022, and on December 6, 2022.
10. 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 \$1,711.15. This amount includes rent arrears owing up to January 31, 2023, the cost of the application, and unpaid NSF charges, minus the rent deposit and interest owing on the rent deposit.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2023 at 6.00% annually on the balance outstanding.

**April 19, 2023**  
**Date Issued**



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Frank Ebner  
Member, Landlord and Tenant Board

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