



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

Citation: Beehive Windows and Doors v Burdett, 2023 ONLTB 30258

Date: 2023-04-11

File Number: LTB-L-052304-22

In the matter of: 1996 LONDON LINE
SARNIA ON N7T7H2

Between: Beehive Windows and Doors Landlord

And

Logan Burdett, Lornia Dawson and Tenant Mike aka Michael Burdett

Beehive Windows and Doors (the 'Landlord') applied for an order to terminate the tenancy and evict Logan Burdett, Lornia Dawson and Mike aka Michael Burdett (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2023.

Only the Landlord's legal representative, Kira Passell, attended the hearing.

Determinations:

Preliminary: Amend Landlord's Application

1. At the hearing the Landlord's legal representative requested to amend the application citing a clerical error in one of the Tenants spelling of their name.
2. The N4 notice and the L1 application had identified one of the Tenants as Lorna Dawson, instead of Lornia Dawson (LD). The N4 notice and the L1 application were missing the letter "i" in the Tenants first name.
3. The Landlord's legal representative submitted that LD received the N4 notice and the application and had retained legal council upon receiving the documents. As both Tenants

have vacated the rental unit, there is no eviction before me and only the arrears are in question.

Rules of Procedure

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding

4. I find there is no prejudice to the Tenant to amend the application to correct the clerical error and this order shall reflect the proper spelling of LD's name.
5. 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.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. The Tenant vacated the rental unit on March 4, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
8. The lawful rent is \$. It was due on the 1st day of each month.
9. The Tenant has paid \$9,750.00 to the Landlord since the application was filed.
10. The rent arrears owing to March 4, 2023 are \$4,156.44.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,950.00 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.
13. Interest on the rent deposit, in the amount of \$35.95 is owing to the Tenant for the period from December 1, 2021 to March 4, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 4, 2023, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$2,356.49. 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.

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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 April 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 23, 2023 at 5.00% annually on the balance outstanding.

Date Issued

Greg Brocanier

Member, Landlord and Tenant Board

April 11, 2023

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	\$13,906.44
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,750.00
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	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$35.95
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	\$2,356.49