



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

Citation: IMH POOL VIII v Sands, 2023 ONLTB 27708

Date: 2023-04-05

File Number: LTB-L-044856-22

In the matter of: 0304, 3905 BATHURST ST TORONTO
ON M3H3N7

Between: SKPM Rents 1 IMH POOL VIII Landlords

And

Desiree Sands Tenant

IMH POOL VIII (the 'Landlord') applied for an order to terminate the tenancy and evict Desiree Sands (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 13, 2023.

Only the Landlord's Legal Representative Sharron Harris attended the hearing.

Debra Fine attended as an Agent for Sharron Harris.

As of 11:50 a.m., 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.

Preliminary Issues:

1. Sharron Harris confirmed that she was representing IMH POOL VIII (former Landlord) and SKPM Rents 1 (new Landlord). As a result, the Board consented to add the new Landlord to the application.
2. The Board did not accept the "Agency and Direction" document from IMH POOL VIII LP. This is not a valid means to add a new Landlord to an application when a rental property is sold. The document was lacking in page numbers throughout; and while it appears to have been signed, whomever executed this document failed to indicate their name, and failed to indicate that they had authority to bind the corporation.

3. The Landlord had requested that the application be amended to correct clerical errors made by the Landlord when the application was filed with the Board. Although the request to amend had not been served on the Tenant in accordance with Rule 15 of the Board's Rules of Procedures, the Board consented to the amendments as there was no prejudice to the Tenant to do so.

Determinations:

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on January 1, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
7. The lawful rent is \$. It was due on the first day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 1, 2023 are \$11,356.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,726.00 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 1, 2023, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$8,144.75. 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 April 16, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 17, 2023 at 5.00% annually on the balance outstanding.

April 5, 2023

Date Issued

Robert Patchett
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.

*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	\$9,684.75
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$1,726.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	\$8,144.75

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