



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

**Citation:** Park Property Management Inc. v Meecham, 2023 ONLTB 28987

**Date:** March 29, 2023

**File Number:** LTB-L-015138-22

**In the matter of:** 302, 56 THORNCLIFFE PARK DRIVE  
EAST YORK, ON M4H 1K7

**Between:** Park Property Management Inc. Landlord

**and**

Barbara Meecham Tenants  
Wayne Meecham

Park Property Management Inc. (the 'Landlord') applied in a L1 application for an order to terminate the tenancy and evict Barbara Meecham and Wayne Meecham (the 'Tenants') because the Landlord claimed that the Tenants did not pay the rent that they owe.

This application was heard by videoconference on September 22, 2022 but unfortunately an order was not issued.

A *de novo* (new) hearing was heard by videoconference on March 24, 2023. The Landlord's legal representative Anita Sada attended the hearing on behalf of the Landlord. As of 10:33am (the hearing started at 9am), the Tenants were not present or represented at the hearing although properly served with notice of the hearing by the Board. Since no request to adjourn or reschedule had been received by the Board from the Tenants before the hearing, the hearing occurred with only the Landlord's evidence as allowed by section 7 of the *Statutory Powers Procedure Act*.

**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 when the application was filed.
3. The Landlord's legal representative advised that the Tenants vacated the rental unit on September 30, 2022.
4. The monthly rent was \$1,253.33, due on the first (1<sup>st</sup>) day of each month.
5. The Tenants paid \$2,476.00 to the Landlord between the filing of the application and the hearing on March 24, 2023.
6. The Landlord collected a last month's rent deposit of \$1,253.33 and this amount is still being held by the Landlord. Interest was paid out on the rent deposit up to July 31, 2022,

which was beyond the termination date in the N4 Notice of Termination; so no further interest is owing on the deposit.

**It is ordered that:**

7. The tenancy between the Landlord and the Tenants is terminated as of September 30, 2022, the date the Tenants gave vacant possession of the rental unit to the Landlord.

*Refer to Schedule 1: Summary of Calculations*

8. The Tenants shall pay to the Landlord **\$5,228.91\***. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and any interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants.
9. If the Tenants do not pay the Landlord the full amount owing of \$5,228.91 on or before April 9, 2023 (standard 11 days from the issuance date of this order), the Tenants will start to owe interest. This will be simple interest calculated from April 10, 2023 onwards at 6.00% annually on the balance outstanding.

**March 29, 2023**

**Date Issued**

\_\_\_\_\_  
Michelle Tan

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**

**Amount the Tenants must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$8,772.24
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$2,476.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,253.33
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$5,228.91*</b>

2023 ONLTB 28987 (CanLII)