



Order under Section 69
Residential Tenancies Act, 2006

Citation: GRAY v ADAMS, 2023 ONLTB 26642

Date: 2023-03-23 File Number: LTB-L-073947-22

In the matter of: 32 Gilmour Drive Ajax ON
L1S5J5

Between: ANGEL GRAY Landlord

And

GENEVA ADAMS and GRACE ADAMS Tenant

ANGEL GRAY (the 'Landlord') applied for an order to terminate the tenancy and evict GENEVA ADAMS and GRACE ADAMS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application). The Landlord also applied for an order to terminate the tenancy and evict the Tenants because the Landlord requires possession of the rental unit for the purpose of residential occupation and because the Tenants caused serious problems in the rental unit (L2 Application).

These applications were heard by video conference on October 4, 2022. Only the Landlord and the Landlord's legal representative Sarah Lynn McGrory attended the hearing.

Determinations:

L2 Application

1. At the hearing, the Landlord requested to withdraw the L2 application and the Board consented to the request. The application is withdrawn.

L1 Application

2. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment 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.
3. The Tenants were in possession of the rental unit on the date the application was filed. 4. The Tenants vacated the rental unit on September 30, 2022. Rent arrears are calculated up to the date the Tenants vacated the unit.
5. The lawful rent is \$3,000.00. It was due on the 1st day of each month.
6. As of the hearing date, the Tenants have not made any payments since the application was filed.

7. The rent arrears owing to September 30, 2022 are \$14,000.00.

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8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,000.00 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.
10. Interest on the rent deposit, in the amount of \$57.11 is owing to the Tenant for the period from March 1, 2021 to September 30, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of September 30, 2022, the date the Tenant moved out of the rental unit
2. The Tenants shall pay to the Landlord \$11,143.89. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before April 3, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 4, 2023 at 5.00% annually on the balance outstanding.

March 23, 2023

Date Issued

John Tzanis

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.

2023 ONLTB 26642 (CanLII)

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$14,000.00
Application Filing Fee	\$201.00
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	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$57.11
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	\$11,143.89