



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

Citation: Capreit Limited Partnership v Robinson, 2023 ONLTB 25427

Date: 2023-03-08

File Number: LTB-L-045065-22

In the matter of: 112, 20 SHALLMAR BLVD
TORONTO ON M5N1J5

Between: Capreit Limited Partnership Landlord

And

Jordan Robinson Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Jordan Robinson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2023.

The Landlord's Legal Representative, Jason Paine, and the Tenant attended the hearing

Determinations:

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$. It was due on the 1st day of each month.
5. The Tenant has paid \$1,100.80 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$6,079.20.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. The Tenant disputed the amount owing. The Tenant testified that there was a last month rent deposit and the 2nd month's rent was free. The Tenant did not have a copy of the lease; the Landlord's Legal Representative submitted a copy of the lease that began February 2022 to the Tenant and the Board.

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10. The Landlord's Legal Representative pointed to page 4 of the lease that indicates the second month's rent was free; this would have covered rent due March 2022. The arrears started from July 2022, and therefore are not affected by this clause.
11. The Landlord's Legal Representative also referred to page 8 of the lease that indicates there was no last month rent deposit paid.
12. The Tenant testified that the last month rent deposit was on a second lease with a different Landlord.
13. The Landlord's Legal Representative suggested that the Tenant is getting confused with the last month rent deposit for the parking which was paid and applied.
14. Based on the totality of the evidence and testimony before me I find the Tenant did not pay a last month rent deposit to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$6,265.20. 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. 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 March 19, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 20, 2023 at 5.00% annually on the balance outstanding.

March 8, 2023

Diane Wade

Date Issued

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**

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

Rent Owing To Move Out Date	\$7,180.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,100.80

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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	- \$0.00
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	\$6,265.20