



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

**Citation:** Verkaik v Martin and the Estate of Rawn, 2023 ONLTB 23925

**Date:** 2023-03-07

**File Number:** LTB-L-041343-22

**In the matter of:** Unit # 2, 93 ERIE AVE HAMILTON  
ON L8N2W5

**Between:** Ann Verkaik Landlord

**And**

Corey Martin and the Estate of Laura Rawn Tenant

Ann Verkaik (the 'Landlord') applied for an order to terminate the tenancy and evict Corey Martin and Laura Rawn (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 27, 2023.

Only the Landlord 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 tenancy was a month-to-month joint tenancy.
3. The Landlord filed the application with the Board on July 23, 2022. On the date the application was filed, both tenants were in possession of the rental unit.
4. The Landlord testified she attended the rental unit on January 12, 2023, subsequent to the application being filed, and was met by a family member of the RL . The family member informed the Landlord that LR had passed away on January 8, 2023.
5. In addition, according to the Landlord, LR told the Landlord sometime after October 2022, that the other Tenant on the lease, Corey Martin (CM), vacated the rental unit sometime in

mid September 2022. The Landlord could not recall the exact date that CM vacated or the exact date LR informed the Landlord CM had vacated.

## THE ACT AND ANALYSIS

6. Section 91(1) Death of tenant:

If a tenant of a rental unit dies and there are no other tenants of the rental unit, the tenancy shall be deemed to be terminated 30 days after the death of the tenant.

7. Pursuant to section 91(1) of the Act, the tenancy terminated 30 days after the Tenant passed away. Rent arrears are calculated up to February 7, 2023.

8. With the Landlord's testimony regarding the Tenant LR was deceased on January 8, 2023, the style of cause is changed to the "Estate of Laura Rawn."

9. Section 43(1) of the Act: Notice of termination

43 (1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall, (a) identify the rental unit for which the notice is given;

(b) state the date on which the tenancy is to terminate; and

(c) be signed by the person giving the notice, or the person's agent.

10. On the date this application was filed, subsection 87(1)(b) of the Act permitted the Landlord to apply for an order for the payment of arrears of rent against both tenants.

11. The lawful rent is \$1,947.50. It was due on the 1st day of each month.

12. The Tenant has paid \$10,100.00 to the Landlord since the application was filed.

13. The rent arrears owing to February 7, 2023 are \$9,605.00.

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

15. The Landlord collected a rent deposit of \$1,900.00 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.

16. Interest on the rent deposit, in the amount of \$76.68 is owing to the Tenant for the period from January 10, 2020 to February 7, 2023.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of February 7, 2023.
2. The Tenant (CM) and the estate of LR shall pay to the Landlord \$6,315.03. 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 Tenants do not pay the Landlord the full amount owing on or before March 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2023 at 5.00% annually on the balance outstanding.

**March 21, 2023**

**Date Issued**

\_\_\_\_\_  
Greg Brocanier

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.

\*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	\$18,205.71
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$10,100.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,900.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$76.68
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$6,315.03</b>

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