



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

**Citation:** Monaghan v Smith, 2023 ONLTB 22367

**Date:** 2023-03-06

**File Number:** LTB-L-038131-22

**In the matter of:** 1 WHITEHEAD AVE  
CORNWALL ON K6J1A9

**Between:** Jade Monaghan Landlord

**And**

Brian Smith Tenant

Jade Monaghan (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Smith (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 14, 2023. The Landlord attended the hearing. As of 10:10 am, 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.

**Determinations:**

1. The Landlord served the Tenant with a valid Notice to End the 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 September 3, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$848.50. It was due on the 1st day of each month.
5. The total rent owing as listed in the Landlord's L1 application is \$1,697.00, for the period of May 1, 2022 to July 31, 2022. At the hearing the Landlord provided an L1 update sheet with a rent ledger indicating arrears of rent of \$2,545.50 for the period of May 1, 2022 to July 31, 2022. This total of \$2,545.50 accurately reflects three months of rent. I accept that the Landlord served the Tenant the L1 update sheet on January 28, 2023.
6. I am satisfied that the total rent arrears for the period of May 1, 2022 to July 31, 2022 are not accurately reflected on the Landlord's L1 application; however, for the Landlord to seek payment of \$2,545.50 in arrears for this period, the L1 application requires an amendment. The Landlord did not serve the Tenant, and file with the Board, a request to amend the L1 application in accordance with the Board's Rule of Procedure 15.1. Nor was the Tenant present at the hearing for me to seek submissions from both parties regarding an amendment to the L1 on the day of the hearing. For these reasons, it would be prejudicial

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to the Tenant to grant an amendment to the Landlord's L1 application. Accordingly, as provided in the Landlord's L1 application, the rent arrears owing for the period of May 1, 2022 to July 31, 2022 are \$1,697.00.

7. Since the L1 application was filed on July 7, 2022, additional rent was charged to the Tenant of \$932.20 for the period of August 1, 2022 to September 3, 2022; however, the Tenant did not make any rent payments since the application was filed.
8. The rent arrears owing to September 3, 2022 are therefore \$1,697.00 as of the application filing date plus \$932.20 since the application, for a total of **\$2,629.20**.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$788.00 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.
11. Interest on the rent deposit, in the amount of \$5.57 is owing to the Tenant for the period from February 1, 2022 to September 3, 2022.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of September 3, 2022, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,021.63. 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 March 17, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2023 at 5.00% annually on the balance outstanding.

**March 6, 2023**  
**Date Issued**

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Frank Ebner  
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	\$2,629.20
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	- \$0.00
<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	- \$788.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$5.57
<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>\$2,021.63</b>