



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

**Citation:** Maria v Christie, 2023 ONLTB 22062

**Date:** 2023-03-06

**File Number:** LTB-L-037282-22

**In the matter of:** BACK BSMT APT, 58 BELLEVUE AVE  
TORONTO ON M5T2N4

**Between:** Marta Maria Landlord

**And**

Reikwon Christie Tenant

Marta Maria (the 'Landlord') applied for an order to terminate the tenancy and evict Reikwon Christie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 13, 2023.

Only the Landlord and the Landlord's daughter, Celina Blanchard attended the hearing.

As of 2:54 p.m., 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.

**Preliminary Issues:**

*Defective N4 Notice and Amendment,*

1. At the hearing the Landlord's N4 Notice of Termination was found to be defective as it was not signed and dated. The Board cannot issue an order for an eviction based on a defective notice of termination.
2. The Landlord's daughter requested that the application be amended from an application seeking eviction and arrears to an application for arrears only. I was satisfied that there was no prejudice to the Tenant as the N4 made it clear the Landlord was seeking arrears in addition to an eviction: see *Nejad v. Preddie*, 2016 ONSC 4358 (Div. Ct.).

*Tenant Vacating the Rental Unit*

3. The Landlord's daughter provided submissions in the form of an email from the Tenant dated October 6, 2022 indicating that he would be vacating the rental unit by the end of October 2022.
4. I find that the that the Tenant provided notice to the Landlord that he would be vacating the rental unit by October 31, 2022 and that Landlord had the right to retain possession of the

rental unit as of November 1, 2022. I was satisfied that there was no prejudice to the Tenant as the Landlord's daughter had made it clear that based on the defective N4 the Landlord was seeking an arrears only order.

**Determinations:**

1. The Landlord served the Tenants with Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). For the reasons mentioned above, the notice was invalid. An order for arrears only will be issued.
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 \$1,214.40. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$5,338.80.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,200.00 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.
9. Interest on the rent deposit, in the amount of \$16.81 is owing to the Tenant for the period from September 1, 2021 to October 31, 2022.

**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 \$4,307.99. 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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**Camille Clyne**

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	\$5,338.80
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 of the last month's rent deposit	- \$1,200.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$16.81
<b>Total amount owing to the Landlord</b>	<b>\$4,307.99</b>