



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

Citation: Snugovsky v Woodliffe, 2023 ONLTB 16251

Date: 2023-01-19

File Number: LTB-L-013079-22

In the matter of: 49 Birch Road
Jacksons Point ON L0E1L0

Between: Andry Snugovsky and Luba Snugovsky Landlord

And

Marion Woodliffe Tenant

Andry Snugovsky and Luba Snugovsky (the 'Landlord') applied for an order to terminate the tenancy and evict Marion Woodliffe (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 Tenant because the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord (L2 application).

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable outof-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 12, 2023.

Only the Landlords attended the hearing.

As of 9:49a.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.

Determinations:

Rent Arrears

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 June 19, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$950.00. 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 June 19, 2022 are \$7,043.37.

Unpaid Utilities

7. The Tenant failed to pay electricity costs that they were required to pay under the terms of the tenancy agreement. The Tenant has not paid the required costs for electricity from December 2019 to February 2022. In support of this finding, I entered into evidence and accept the unpaid bills, a spreadsheet made by the Landlord's outlining the costs, and the lease agreement.
8. The Landlord has incurred reasonable out-of-pocket expenses of \$3,223.49 as a result of the Tenant's failure to pay electricity costs.

Filing Fee and Last Month's Rent Deposit

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 \$950.00 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 \$48.99 is owing to the Tenant for the period from July 3, 2018 to June 19, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 19, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$9,453.87. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit, unpaid utilities, 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.

File Number: LTB-L-013079-22

3. If the Tenant does not pay the Landlord the full amount owing on or before January 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2023 at 5.00% annually on the balance outstanding.

January 19, 2023
Date Issued

Amanda Kovats
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 16251 (CanLII)

**Schedule 1
SUMMARY OF CALCULATIONS**

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

Rent Owing To Move Out Date	\$7,043.37
Application Filing Fee	\$186.00
Unpaid Utilities	\$3,223.49
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	- \$950.00
Less the amount of the interest on the last month's rent deposit	- \$48.99
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	\$9,453.87

2023 ONLTB 16251 (CanLII)