



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

Citation: Goldmar Property Management v Rosevear, 2023 ONLTB 14175

Date: 2023-01-18

File Number: LTB-L-011587-22

In the matter of: 2145 FOREST AVE
Windsor ON N8W2G4

Between: Goldmar Property Management Landlord

And

Austin Rosevear and Nicole Rosevear Tenant

Goldmar Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Austin Rosevear and Nicole Rosevear (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 31, 2022.

The Landlord's Legal Representative, Tim Currie, and the Tenant, Nicole Rosevear, 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 agreed to vacate the rental unit on September 30, 2022. Rent arrears are calculated up to the date the Tenant agreed to vacate the unit.
4. The lawful rent is \$2,000.00. 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 September 30, 2022, are \$16,000.00.
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 \$2,000.00 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 \$25.84 is owing to the Tenant for the period from August 4, 2021, to September 30, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 30, 2022, the date the Tenant agreed to move out of the rental unit.
2. The Tenant shall pay to the Landlord \$16,160.16. This amount includes rent arrears owing up to the date the Tenant agreed to move 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. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting September 1, 2022, until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 30, 2023, at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before September 30, 2022, then starting October 1, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

January 18, 2023
Date Issued

Poeme Manigat
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on April 1, 2023, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing To Move Out Date	\$18,000.00
Application Filing Fee	\$186.00
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	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$25.84
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	\$16,160.16
Plus daily compensation owing for each day of occupation starting September 1, 2022	\$65.75 (per day)