



**Order under Section 69 and 89
Residential Tenancies Act, 2006**

File Number: LTB-L-012652-22

In the matter of: 210, 1587 GOTH AVE
GLOUCESTER ON K1T1E3

Between: Catherine Thibault-petel Landlord

And

Sarah Tough Tenant

Catherine Thibault-petel (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Tough (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also claimed charges related to NSF cheques

This application was heard by videoconference on January 11, 2023.

Only the Landlord's Legal Representative. Yat Yin Cheng, attended the hearing.

As of 11:10 a.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:

L1 Application – Non-Payment of Rent

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The Tenant vacated the rental unit on April 21, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.

4. The Landlord's Legal Representative submitted that as the Tenant has vacated, the Landlord is withdrawing the L2 application.
5. The lawful rent is \$1,287.66. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$42.33. This amount is calculated as follows: $\$1,287.66 \times 12$, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to April 21, 2022 are \$3,481.92.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord is holding a last month rent deposit. Interest on the rent deposit from November 30, 2019.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 7, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay the Landlord \$2,291.09*, which represents the amount of rent owing and compensation up to April 21, 2022, less the rent deposit and applicable interest.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2023 at 5.00% annually on the balance outstanding.

January 16, 2023

Date Issued

Diane Wade

Member, Landlord and Tenant Board

15 Grosvenor Street, 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 April 21, 2022	\$3,481.92
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	- \$1,345.00
Less the amount of the interest on the last month's rent deposit	- \$ 31.83
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	\$2,291.09
Plus daily compensation owing for each day of occupation starting January 12, 2023:	\$ 42.33 (per day)