



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

Citation: Robertson v Kelly, 2023 ONLTB 15100

Date: 2023-01-11

File Number: LTB-L-009946-22

In the matter of: 4, 1118 HOWARD AVE
Windsor ON N9A1S7

Between: L Robertson Landlord

And

Patrick Kelly Tenant

L Robertson (the 'Landlord') applied for an order to terminate the tenancy and evict Patrick Kelly (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Landlord intended to demolish the unit.

This application was heard by videoconference on January 9, 2023.

Only the Landlord's representative, J. Brodie Timms-Fryer, attended the hearing

As of 9:34 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's representative indicated that the Tenant had vacated the unit as of September 30, 2022 so that the Landlord no longer sought termination of the tenancy for arrears or for demolition of the unit but requested an order for payment of rent owing.
2. 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.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on September 30, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
5. The lawful rent is \$700.00. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to September 30, 2022 are \$7,000.00.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$700.00 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.
10. Interest on the rent deposit, in the amount of \$11.00 is owing to the Tenant for the period from June 10, 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 moved out of the rental unit
2. The Tenant shall pay to the Landlord \$6,475.00. 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 January 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 23, 2023 at 5.00% annually on the balance outstanding.

January 11, 2023

Date Issued

Lynn Mitchell

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	\$7,000.00
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	- \$700.00
Less the amount of the interest on the last month's rent deposit	- \$11.00
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	\$6,475.00