



## **Order under Subsection 87(1) Residential Tenancies Act, 2006**

**Citation:** MacDonald v Bartosh Smith, 2023 ONLTB 14043

**Date:** 2023-01-09

**File Number:** LTB-L-023192-22

**In the matter of:** 482 PATERSON STREET  
PETERBOROUGH ON K9J 4P7

**Between:** Autumn Tranter Landlords  
Shane MacDonald

**And**

Ashley Bartosh Smith Tenant

Autumn Tranter and Shane MacDonald (the 'Landlords') applied for an order requiring the Tenant pay the rent the Tenant owes, to terminate the tenancy and evict Ashley Bartosh Smith (the 'Tenant') because:

- the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year (L2 Application)
- the Tenant did not pay the rent that the Tenant owes (L1 Application)

This application was heard by videoconference on September 6, 2022.

Only the Landlords Autumn Tranter and Shane MacDonald and their representative Crystal Francey, licensed paralegal attended the hearing.

As of 10:41 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.

**Preliminary Issue:**

1. On October 20, 2021, the Landlords gave the Tenant an N12 notice of termination with the termination date of December 31, 2021. The N12 notice indicated the Landlords require the rental unit for their own residential use.
2. The Landlords submitted the Tenant moved out of the unit on June 12, 2022 and therefore the Landlord requested to withdraw the application (L2 Application).
3. In accordance with subsection 200(4) of the Act, I consent to the Landlord's request to withdraw the L2 application without prejudice.



**Determinations:**

1. The Landlords testified the Tenant vacated the rental unit on or about June 12, 2022. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Landlords amended their application to an L9 application solely for arrears of rent and the filing fee. The Landlords were seeking the arrears outstanding to June 12, 2022.
3. The Tenant did not pay the total rent they were required to pay for the period from December 1, 2020 to June 12, 2022.
4. The lawful rent is \$1,700.00. It is due on the 1<sup>st</sup> day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The tenancy ended on June 12, 2022 as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
7. The rent arrears and daily compensation owing to June 12, 2022 are \$13,020.68.
8. A rent deposit of \$1,700.00 is being held by the Landlords.
9. Interest owing the rent deposit is \$39.66.
10. The Landlords incurred costs of \$201.00 for filing the application and are entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenant shall pay to the Landlords \$11,482.02. This amount includes rent arrears owing up to and the cost of the application, less the rent deposit and interest.
2. If the Tenant does not pay the Landlords the full amount owing on or before January 20, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2023 at 5.00% annually on the balance outstanding.

**January 9, 2023**  
**Date Issued**

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Greg Witt  
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.