



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

Citation: Regent North Properties Inc v Thrasher, 2022 ONLTB 14125

Date: 2022-12-14

File Number: LTB-L-051046-22

In the matter of: 310, 6289 McLeod Rd
Niagara Falls Ontario L2G3E9

Between: Regent North Properties Inc Landlord

And

Jennifer Thrasher Tenant

Regent North Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Thrasher (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 26, 2022. The Landlord's agent L.Brace, and their legal representative, J.Ricci attended the hearing.

I waited until after 9:30am to call the matter, 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 filed an application to collect the rent that the Tenant owes.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's agent testified that the Tenant provided the Landlord with an N9 Notice to Terminate, however the notice was served to the Landlord on April 28, 2022 with a termination date of May 31, 2022. The Notice given by the Tenant was not the required 60 days, therefore it was defective.
4. However, notwithstanding the above, Section 88 of the Act directs me to consider the below:

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on

the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

5. The earliest date that the tenancy can lawfully terminate based on the N9 Notice given on April 28, 2022 is June 30, 2022. The Tenant is liable for the rent up to that date.
6. The lawful rent is \$1,520.00. It was due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to June 30, 2022 are \$3,040.00.
9. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$1,520.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$9.05 is owing to the Tenant for the period from June 1, 2021 to June 30, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 30, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$1,711.95. 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. 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 December 25, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 26, 2022 at 4.00% annually on the balance outstanding.

December 14, 2022

Date Issued

Curtis Begg

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.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.

**Schedule 1
SUMMARY OF CALCULATIONS**

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

Rent Owing To Move Out Date	\$3,040.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,520.00
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	- \$9.05
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	\$1,711.95

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