



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

Citation: Marda Management Inc. v Sidsworth, 2022 ONLTB 13894

Date: 2022-12-07

File Number: LTB-L-022656-22

In the matter of: Lower, 775 HALL AVE
WINDSOR ON N9A2L9

Between: Marda Management Inc. Landlord

And

Phil Sidsworth Tenant

Marda Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Phil Sidsworth (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 8, 2022.

The Landlord's Legal Representative K.Passell and the Tenant attended the hearing. The Tenant did get an opportunity to speak with Tenant Duty Council.

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 vacated the rental unit on October 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$607.20. 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 October 31, 2022 are \$8,328.80.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant contested the amount of arrears testifying that he made rent payments in cash and the Landlord did not give him receipts. He further added that he went to the supervisor's office and gave cash since his bank account was hacked. The Tenant said he always went with a witness, but no witness was brought to the hearing. The Tenant was

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not able to corroborate any of his claims. He also did not give me an amount that he believed he owed to the Landlord.

10. The Landlord is a corporation and provides receipts, if any payment is received by cash, which they generally avoid. There is also video surveillance and there is no video to show the Tenant going into the office. The person the Landlord claimed he paid rent to, has not been employed with the Landlord since start of 2022.
11. Since the Tenant could not prove any of his claims, I will be ordering the amount that the Landlord has claimed in their application.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$8,522.00. 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. 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 18, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 19, 2022 at 4.00% annually on the balance outstanding.

December 7, 2022
Date Issued

Sheena Brar
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	\$8,328.80
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	- \$0.00
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	\$8,514.80