



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

**Citation:** Elite Property Mgmt Inc c/o T&A Otchere v Herron, 2022 ONLTB 12233

**Date:** 2022-11-28

**File Number:** LTB-L-023432-22

**In the matter of:** B, 80 CHESTNUT ST  
KITCHENER ON N2H1V1

**Between:** Elite Property Mgmt Inc Landlord  
c/o T&A Otchere

**And**

David Herron Tenants  
Logan Herron

Elite Property Mgmt Inc c/o T&A Otchere (the 'Landlord') applied for an order to terminate the tenancy and evict David Herron and Logan Herron (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 10, 2022. The Landlord's representative, Daniel Abraham, attended the hearing. One Tenant, Logan Herron, also attended the hearing.

**Determinations:**

1. On April 7, 2022 the Landlord served the Tenants with a valid Notice to End the Tenancy Early for Non-payment of Rent (N4 Notice) with a termination date of April 21, 2022. The Tenants 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 on April 25, 2022.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Landlord's representative submitted that no one was attending the unit, and the Landlord believed that the Tenants had vacated the unit; therefore, the Landlord retained possession of the rental unit on September 27, 2022 by changing the locks. The representative stated that on September 28, 2022, Tenant Logan Herron served the Landlord an N15 Notice to End the Tenancy Early for Fear of Domestic Violence with a termination date of October 18, 2022.
4. Tenant Logan Herron testified that she felt unsafe living with Tenant David Herron, and as a result, she vacated the rental unit on June 22, 2022. The Tenant testified further that she had no idea when Tenant David Herron vacated the rental unit.
5. On the basis of the evidence provided, I am satisfied that at least one Tenant retained possession of the rental unit until September 27, 2022. No evidence was provided by the Tenants to consider or establish any other finding. I therefore find that the Tenants

vacated the rental unit on September 27, 2022, and their tenancy terminated on September 27, 2022.

6. The lawful rent was \$1,800.00. It was due on the 1st day of each month.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to September 27, 2022 are \$10,597.86. This total represents \$1,800.00 in rent arrears as of the date of the Landlord's application, and \$8,797.86 in rent arrears since the application was filed. Rent arrears are calculated up to the date the Tenants vacated the unit.
9. The Tenant agreed that the Tenants owe the Landlord \$10,597.86 in rent arrears. The Tenant asserted that she was not in control of any of the money to pay the rent; however, she acknowledged that as a Tenant she was responsible to pay the rent.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,800.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$16.87 is owing to the Tenants for the period from December 17, 2021 to September 27, 2022.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated as of September 27, 2022, the date that possession of the rental unit transferred from the Tenants to the Landlord.
2. The Tenants shall pay to the Landlord \$8,966.99. This amount includes rent arrears owing up to the last date the Tenants retained possession 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 Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before December 9, 2022, the Tenants will start to owe interest. This will be simple interest calculated from December 10, 2022 at 4.00% annually on the balance outstanding.

**November 28, 2022**  
**Date Issued**

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Frank Ebner  
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 Tenants must pay as the tenancy is terminated**

Rent Owing To Move Out Date of September 27, 2022	\$10,597.86
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,800.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$16.87
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$8,966.99</b>

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