



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

Citation: Marques v McIntosh, 2022 ONLTB 12594

Date: 2022-11-18

File Number: LTB-L-006150-22

In the matter of: 111 EAST 25TH ST
HAMILTON ON L8V3A3

Between: Brian Inglis, Neide Marques Landlord

And

Deavon Delsey, Zoe McIntosh Tenants

Brian Inglis, Neide Marques (the 'Landlord') applied for an order to terminate the tenancy and evict Deavon Delsey and Zoe McIntosh (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes ('L1 application') and because the Tenants have persistently paid their rent late ('L2 application').

This application was heard by videoconference on October 31, 2022.

Only the Landlord's Representative Nilo Grabar attended the hearing.

As of 9:24a.m., the Tenants were 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 withdrew the L2 application at the hearing as the Tenants have vacated the rental unit.
2. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). 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.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. The Tenants vacated the rental unit on August 1, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
5. The lawful rent is \$1,660.00. It was due on the 1st day of each month.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to August 1, 2022 are \$20,414.58.
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 \$1,660.00 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.
10. Interest on the rent deposit, in the amount of \$74.51 is owing to the Tenants for the period from February 13, 2019 to August 1, 2022.

It is ordered that:

1. The Landlord's L2 application is withdrawn.
2. The tenancy between the Landlord and the Tenants is terminated as of August 1, 2022, the date the Tenant moved out of the rental unit
3. Based on the Landlord's L1 application, the Tenants shall pay to the Landlord \$18,866.07. 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.
4. If the Tenants do not pay the Landlord the full amount owing on or before November 29, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 30, 2022 at 4.00% annually on the balance outstanding.

November 18, 2022
Date Issued

Amanda Kovats
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	\$20,414.58
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	- \$1,660.00
Less the amount of the interest on the last month's rent deposit	- \$74.51
Total amount owing to the Landlord	\$18,866.07