



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

**Citation:** Letourneau v Kicksee, 2022 ONLTB 11719

**Date:** 2022-11-18

**File Number:** LTB-L-013320-22

**In the matter of:** 2, 94 Bay Street  
Woodstock ON N4S3L1

**Between:** Joseph Letourneau Landlord

**And**

Nathan Kicksee Tenant

Joseph Letourneau (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Kicksee (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 13, 2022. As of 10:35am, only the Landlord was present at the hearing. The Tenant was not present or represented although properly served with the notice of the hearing by the Board. As a result of the Tenant not attending, the hearing proceeded on the Landlord's uncontested evidence.

**Determinations:**

1. The Landlord served the Tenant with a 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. At the hearing there was a preliminary issue raised with regards to the incorrect rental period being listed on the N4 Notice. This issue with the rental period makes the notice of termination invalid. The Landlord then confirmed that they wanted an order for arrears of rent only because they believed the Tenant had already vacated the rental unit.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on April 20, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
5. The Landlord testified that when they went to inspect the rental unit on April 20, 2022 there was minimal items left inside the rental unit. The bed was gone, and there was rotting food in the fridge. The Tenant had messaged the Landlord that they would vacate the rental unit on April 6<sup>th</sup> and that they would return to pick up any outstanding items on April 20<sup>th</sup>, but the Tenant never returned and never returned the keys as promised.
6. As of the date of the hearing, the Landlord had not yet taken back possession of the rental unit. However, based on the evidence of the Landlord, I find that the Tenant vacated the rental unit on April 20<sup>th</sup> and that the arrears of rent should be calculated up to this date.
7. The lawful rent is \$1,150.00. It was due on the 1st day of each month.

8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to April 20, 2022 are \$12,256.20.
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 \$1,150.00 from the Tenant 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 \$16.79 is owing to the Tenant for the period from February 1, 2020 to April 20, 2022.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of April 20, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$11,275.41. 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.
3. If the Tenant does 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**

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Terri van Huisstede  
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	\$12,256.20
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	- \$1,150.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$16.79
<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>\$11,275.41</b>