



**Order under Subsection 87(1)  
Residential Tenancies Act, 2006**

**Citation:** Martone v Farlow, 2022 ONLTB 10685

**Date:** 2022-11-18

**File Number:** LTB-L-000840-22

**In the matter of:** 8 RALSTON DR  
GUELPH ON N1E0C3

**Between:** Aldo Martone Landlord

**And**

Rachel Farlow Tenants  
Shiloh Pettipas-Lizak

Aldo Martone (the 'Landlord') applied for an order requiring Rachel Farlow and Shiloh Pettipas-Lizak (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on July 4, 2022 and October 28, 2022.

On July 4, 2022, the Landlord Aldo Martone and the Landlord's Legal Representative Kelly Hawkes and the Tenants Rachel Farlow and Shiloh Pettipas-Lizak attended the hearing.

On October 28, 2022, only the Landlord Aldo Martone and the Landlord's Legal Representative Kelly Hawkes attended the hearing.

As of 9:27 a.m. on October 28, 2022, 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. Since the Tenants did not attend and the Landlord was prepared to proceed, the matter continued without the Tenants being present.

**Determinations:**

1. The Landlord and their Legal Representative relied on oral submissions and referred to documents to support their application. The Tenants were also given an opportunity to provide submissions and evidence.
2. On the July 4, 2022 hearing date, the parties agreed the Tenant Rachel Farlow's tenancy with the Landlord terminated on April 30, 2022.
3. It was also agreed she is jointly responsible along with the other Tenant Shiloh Pettipas-Lizak, for the rent arrears owing up to April 30, 2022.
4. The monthly rent was \$2120.10 and it was due on the first day of each month.
5. The parties agreed the rent arrears owing to April 30, 2022 are \$8,875.40.

6. The parties agreed the Tenant Shiloh Pettipas-Lizak is solely liable for the rent arrears that accumulated on or after May 1, 2022.
7. Based on the uncontested evidence of the Landlord's Legal Representative on October 28, 2022 I find the Tenant Shiloh Pettipas-Lizak vacated the rental unit on October 27, 2022.
8. The Tenants were in possession of the rental unit when the Landlord filed the application.
9. The Tenants did not pay the total rent they were required to pay for the period from December 1, 2021 until April 30, 2022.
10. The remaining Tenant, Shiloh Pettipas-Lizak did not pay the total rent they were required to pay from May 1, 2022 until October 27, 2022.
11. The Tenants have paid \$720.00 to the Landlord after the application was filed.
12. The total rent arrears and daily compensation owing to October 27, 2022 are \$20,637.80
13. The Tenant Shiloh Pettipas-Lizak is solely liable for \$11,762.40 of the rent arrears.
14. The Landlord collected a rent deposit of \$2,050 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 is terminated. The rent deposit remains with the tenancy after the Tenant Rachel Farlow vacated since this was a joint tenancy.
15. Interest on the rent deposit, in the amount of \$89.69 is owing to the Tenant Shiloh Pettipas-Lizak for the period from May 5, 2019 until October 27, 2022 as the rent deposit remains with the tenancy.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. This amount will be applied to the arrears jointly owed by the Tenants as they were both in possession of the rental unit when the application was filed.

**It is ordered that:**

1. The tenancy between the Landlord and Rachel Farlow is terminated effective April 30, 2022.
2. The tenancy between the Landlord and Shiloh Pettipas-Lizak is terminated effective October 27, 2022.
3. The Tenants Rachel Farlow and Shiloh Pettipas-Lizak shall pay to the Landlord \$9,061.40\*. This amount includes rent arrears owing up to April 30, 2022 and the cost of the application.
4. The Tenant Shiloh Pettipas-Lizak shall pay the Landlord \$9622.71\*. This amount includes rent arrears and daily compensation owing up to October 27, 2022 minus the rent deposit and interest owing.
5. If the Tenants do not pay the Landlord the full amounts owing on or before November 29, 2022, the Tenants 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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**John Cashmore**

Member, Landlord and Tenant Board

15 Grosvenor Street, 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.

\* Please see attached Schedule A for paragraph 3 calculations and Schedule B for paragraph 4 calculations.

**Schedule  
SUMMARY OF CALCULATIONS**

File Number: LTB-L-000840-22

**A. Amount the Tenants Rachel Farlow and Shiloh Pettipas-Lizak must pay:**

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2021 until April 30, 2022	\$8,875.40
Amount owing to the Landlord on the order date:(total of previous boxes)		<b>\$8,875.40</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay the Landlord:</b>		<b>\$9,061.40</b>

**Schedule 1  
SUMMARY OF CALCULATIONS**

File Number: LTB-L-000840-22

**B. Amount the Tenant Shiloh Pettipas-Lizak must pay:**

Reasons for amount owing	Period	Amount
Arrears:	May 1, 2022 until October 27, 2022	\$11,762.40

Less the rent deposit:		-\$2,050.00
Less interest owing by Landlord:		-\$89.69

Amount owing to the Landlord on the order date: (total of previous boxes)	<b>\$9,622.71</b>
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<b>Total the Tenants must pay the Landlord:</b>	<b>\$9,622.71</b>
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