



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

Citation: ROSEBIND DEVELOPMENTS LIMITED v McCulloch, 2022 ONLTB 10236

Date: 2022-11-16

File Number: LTB-L-012696-22

In the matter of: 1201, 30 CARABOB CRT
TORONTO ON M1T3N2

Between: ROSEBIND DEVELOPMENTS LIMITED Landlord

And

Gary McCulloch Tenant

ROSEBIND DEVELOPMENTS LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict Gary McCulloch (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 12, 2022.

Only the Landlord's Legal Representative, Nidhi Sharma, attended the hearing.

As of 4:05 p.m., the Tenant was 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 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 March 4, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,740.00, which included a monthly parking charge of \$90.00. 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 Landlord and the Tenant entered into a tenancy agreement on November 20, 2021. In an addendum to the lease, the parties agreed that the Landlord would waive the rent from December 1, 2021, to January 31, 2022, and the parking charge for the months of December 31, 2021, through to July 31, 2022, if the Tenant did not breach the terms of the lease for the one-year term of the lease.

7. The Tenant breached the terms of the lease by failing to pay the rent on time and in full in February, 2022 and March, 2022, and by vacating the unit before the end of the term of the lease. The rent for December 1, 2021 through January 31, 2022, in the amount of \$3,300.00 as well as parking fees for December 1, 2021 through March 1, 2021 in the amount of \$360.00 became due and payable to the Landlord prior to the Tenants vacating the rental unit, in accordance with the lease.
8. Therefore, the rent arrears owing to March 4, 2022 are \$5,391.63.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,740.00 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.
11. Interest on the rent deposit, in the amount of \$5.89 is owing to the Tenant for the period from November 21, 2022 to March 4, 2022

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 4, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$3,831.74. 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 26, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 21, 2022 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing on or before November 26, 2022, the Landlord will start to owe interest. This will be simple interest calculated from November 27, 2022 at 4.00% annually on the balance outstanding.

November 16, 2022

Date Issued

Kathleen Wells
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	\$5,391.63
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,740.00
Less the amount of the interest on the last month's rent deposit	- \$5.89
Total amount owing to the Landlord	\$3,831.74