



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

Citation: Burley v Wood (Woods), 2022 ONLTB 11587

Date: 2022-11-10

File Number: LTB-L-054889-22

In the matter of: 2610 TELEVISION RD
PETERBOROUGH ON K9L0E1

Between: Robert Burley Landlord

And

Robert (Rob) Wood (Woods) Tenant

Robert Burley (the 'Landlord') applied for an order requiring Robert (Rob) Wood (Woods) (the 'Tenant') to pay the rent that the Tenant owes. (L9 application)

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because he or another occupant of the rental unit have committed an illegal act or have carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking. (L2 application)

These L9 and L2 applications were heard by videoconference on October 31, 2022.

Only the Landlord and the Landlord's Legal Representative, Crystal Francey, attended the hearing.

As of 1:21 pm, 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:

L9 Application

1. Based on the Landlord's submissions, the Tenant vacated the rental unit on August 14, 2022. The Tenant was in possession of the rental unit on the date the L9 application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from February 1, 2022 to August 14, 2022.
3. The lawful rent is \$2,100.00. It is due on the 1st day of each month.
4. The Tenant did not make any payments to the Landlord since the L9 application was filed.

5. The tenancy ended on August 14, 2022 as a result of the Tenant moving out of the rental unit, which was most likely due to the N6 notice of termination served on the Tenant. Therefore, the Tenant's obligation to pay rent also ended on that date.
6. Based on the Landlord's submissions including an update sheet provided at the hearing, the rent arrears and daily compensation owing to August 14, 2022 are \$12,466.56
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application

8. The Landlord served an N6 notice of termination on the Tenant on April 21, 2022, and was seeking termination based on the Landlord's claims that during the period of June 2021 to May 2022, the Tenant unlawfully grew marijuana plants, erected a fence, a watering system and an automatic light system for the purpose of selling edibles and marijuana plants.
9. At the hearing, the Landlord submitted that the Landlord no longer seeks the termination of the tenancy because the Tenant vacated the rental unit in accordance with the N6 notice.

It is ordered that:

1. The tenancy between the Landlord and the Tenant terminated on August 14, 2022, when the Tenant gave vacant possession of the rental unit back to the Landlord.
2. The Tenant shall pay to the Landlord \$12,667.56. This amount includes rent arrears owing up to August 14, 2022 and the cost of the L9 application.
3. If the Tenant does not pay the Landlord the full amount owing on or before November 21, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 22, 2022 at 4.00% annually on the balance outstanding.

November 10, 2022

Date Issued

Alex Brkic

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.