



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

Citation: Market West Inc v Curran, 2022 ONLTB 10775

Date: 2022-11-10

File Number: LTB-L-050579-22

In the matter of: 202, 34 Market Street
Orillia Ontario L3V3C9

Between: Market West Inc Landlord

And

Jeremy Cadieux, John Curran Tenant

Market West Inc (the 'Landlord') applied for an order requiring Jeremy Cadieux, John Curran (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on October 25, 2022 at 1:00 pm.

Only the Landlord Agent Katrina Gilbert attended the hearing.

As of 1:30 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:

1. The Tenant vacated the rental unit on May 15, 2022. The Tenant was in possession of the rental unit on the date the application was filed.
2. The lawful rent is \$1,300.00. It is due on the 1st day of each rental period.
3. The Tenant has not made any payments since the application was filed.
4. Section 88 (1) of *the Residential Tenancies Act, 2006* ("the Act") contains rules that govern how much rent a tenant may owe if they vacate a rental unit and the tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy, as was the case here. It states:

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination

date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.

5. Given Tenant vacated the rental unit on May 15, 2022 and the tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy, the Tenant's obligation to pay rent ended on July 30, 2022, which would have been the earliest termination date specified if a notice had been given by the Tenant on May 15, 2022.
6. Section 83(4) of the Act states that in determining the amount of arrears of rent owing under subsection 88(1), (2) and (3), consideration shall be given to whether or not the landlord has taken reasonable steps to minimize losses. In this case the landlord, upon becoming aware that the Tenant vacated, immediately sought to re-rent the unit, however was unsuccessful until August 2022.
7. The Tenant did not pay the total rent they were required to pay for the period from January 1, 2020 to July 30, 2022. The rent arrears owing to that date are \$21,690.00
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$21,891.00. This amount includes rent arrears owing up to July 30, 2022 and the cost of the application.
2. 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

 Kelly Delaney
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.