



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

Citation: Drummond Place v Dignard, 2022 ONLTB 10778

Date: 2022-11-09

File Number: LTB-L-050526-22

In the matter of: 105, 5521 Drummond Road
Niagara Falls Ontario L2G7G8

Between: Drummond Place Landlord

And

Scott Toole, Stephanie Dignard Tenant

Drummond Place (the 'Landlord') applied for an order requiring Scott Toole, Stephanie Dignard (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 Representative Joey Kay 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 April 30, 2022. The Tenant was in possession of the rental unit on the date the application was filed.
2. The lawful rent was \$1,219.39. It is due on the 1st day of each month.
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 the Tenant vacated the rental unit on April 30, 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 by no later than June 30, 2022, which would have been the earliest termination date specified if a notice had been given by the Tenant on April 30, 2022.
6. However, as the Landlord re-rented the unit effective, June 1, 2022, the Tenant's obligation to pay arrears ended on May 30, 2022, in accordance with subsection 88(3) of the Act.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,195.00 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.
9. Interest on the rent deposit, in the amount of \$11.71 is owing to the Tenant for the period from August 31, 2021 to October 25, 2022.
10. The Tenant did not pay the total rent they were required to pay for the period from April 1, 2022 to May 30, 2022. The total arrears owing for that period are \$2,438.78.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,433.07. This amount includes rent arrears owing up to May 30, 2022, the cost of the application, less the rent deposit and the interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before November 20, 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.

November 9, 2022

Date Issued

Kelly Delaney

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.

