



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

Citation: Skyline Living v Runge, 2022 ONLTB 10743

Date: 2022-11-07

File Number: LTB-L-021272-22

In the matter of: 911, 47 VILLAGE DR
KINGSTON ON K7K6K6

Between: Skyline Living Landlord

And

Stephanie Runge, Victoria Winterfield-Jardine Tenants

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Stephanie Runge, Victoria Winterfield-Jardine (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on October 27, 2022.

Only the Landlord Agent, Nicole Peters attended the hearing.

As of 9.26 a.m., 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on June 30, 2022. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$1,852.57. It was due on the 1st day of each month.
5. The Tenants have paid \$944.81 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2022, are \$3,687.16.
7. The Landlord claimed \$40.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenants which were

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returned NSF. The Landlord testified that these were not actually cheques but pre-authorized debits. Section 87(5) of the *Residential Tenancies Act, 2006* (the 'Act') states that the NSF charges must arise from cheques. Accordingly, I denied the Landlord's claim of administration charges.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,837.83 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 terminated.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of June 30, 2022, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$2,031.64. This amount includes rent arrears owing up to the date the Tenants 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 Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before November 18, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 19, 2022, at 4.00% annually on the balance outstanding.

November 7, 2022

Date Issued

Supratip Mallick

Member, Landlord and Tenants Board

15 Grosvenor St, Ground Floor
Toronto ON M7A 2G6

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$4,631.97
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$944.81
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,837.83
Less the amount of the interest on the last month's rent deposit	- \$3.69
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlord	\$2,031.64