



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

Citation: Skyline Living v Burelle-Lightfoot, 2022 ONLTB 8980
File Number: LTB-L-017501-22

In the matter of: 213, 746 LAFLIN AVE
CORNWALL ON K6J3M5

Between: Skyline Living Landlord

And

Drew Burelle-Lightfoot Tenant

2022 ONLTB 8980 (CanLII)

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Drew Burelle-Lightfoot (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques

This application was heard by videoconference on October 11, 2022.

Only the Landlord's Agent A. Andreita attended the hearing.

As of 10:25 a.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. Landlord's Agent advised at the hearing that the Tenant is deceased as of August 11, 2022. Based on s. 91 (1) of the *Residential Tenancies Act 2006*:

91 (1) If a tenant of a rental unit dies and there are no other tenants of the rental unit, the tenancy shall be deemed to be terminated 30 days after the death of the tenant.

Hence the tenancy is terminated as of September 10, 2022.

4. The lawful rent is \$777.06. 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 rent arrears owing to September 10, 2022 are \$5,694.92.
7. The Landlord is entitled to \$140.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 7 cheques given by or on behalf of the Tenant which were returned NSF.
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 \$770.06 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.
10. Interest on the rent deposit, in the amount of \$5.65 is owing to the Tenant for the period from February 1, 2022 to September 10, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 10, 2022.
2. The Tenant shall pay to the Landlord \$5,270.76. 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 and unpaid NSF charges. 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 18, 2022, the Tenant 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

Sheena Brar
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	\$5,694.92
Application Filing Fee	\$186.00
NSF Charges	\$140.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$770.06
Less the amount of the interest on the last month's rent deposit	- \$5.65
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$5,245.21