



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

**Citation:** Han c/o Dore Property Management v Riley, 2022 ONLTB 10085

**Date:** 2022-11-03

**File Number:** LTB-L-016409-22

**In the matter of:** 3 SMIRLE AVE  
OTTAWA ON K1Y0S2

**Between:** Haeree Han c/o Dore Property Management Landlord

**And**

Joanne Riley Tenant

Haeree Han c/o Dore Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Joanne Riley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 28, 2022.

Only the Landlord Representative, Anne Skelly attended the hearing.

As of 2:21 p.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. The Tenant vacated the rental unit on September 21, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,500.00. It was due on the 15th day of each month.
5. The Landlord said that they want to reduce the rent arrears owing by the Tenant for \$2,500.00 as compensation for an N12 notice of termination. Accordingly, the rent arrears owing by the Tenant on Schedule 1 is reduced by \$2,500.00.
6. The rent arrears owing to September 21, 2022, are \$20,575.33.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,500.00 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 \$90.67 is owing to the Tenant for the period from July 15, 2019, to September 21, 2022.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of September 21, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$15,670.66. 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. 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 14, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 15, 2022 at 4.00% annually on the balance outstanding.

**November 3, 2022**  
**Date Issued**

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Supratip Mallick  
Member, Landlord and Tenant Board

15 Grosvenor St, Ground Floor  
Toronto ON M7A 2G6

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$20,575.33
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$90.67
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to for compensation for an N12 notice of termination	- \$2,500.00
<b>Total amount owing to the Landlord</b>	<b>\$15,670.66</b>