



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

**Citation:** CAPREIT Limited Partnership v Roberts, 2022 ONLTB 10062

**Date:** 2022-10-26

**File Number:** LTB-L-011887-22

**In the matter of:** 111, 1440 TYANDAGA PARK DR  
BURLINGTON ON L7P3H2

**Between:** CAPREIT Limited Partnership Landlord

**And**

Tammy Roberts Tenant

CAPREIT Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Roberts (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

This L1 application was heard by videoconference on October 12, 2022. Only the Landlord's Legal Representative, Gabriela Quaresma, attended the hearing.

As of 2:16 pm when this matter was called forward, the Tenant was not present or represented. 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 initial September 1, 2022 hearing was adjourned and the Landlord was directed to provide confirming clarification about when the Tenant vacated the unit. Based on the Landlord's Legal Representative's submission at this hearing, I find the Tenant was in possession of the rental unit on the date the application was filed.
3. Further, from the Landlord's submissions, the Tenant vacated the rental unit on February 28, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent was \$2,141.37. It was due on the 1<sup>st</sup> day of each month.
5. The Tenant did not make any payments since the L1 application was filed.
6. The rent arrears owing to February 28, 2022 are \$2,141.37.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$2,327.37. 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. 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 6, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 7, 2022 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing on or before November 6, 2022, the Landlord will start to owe interest. This will be simple interest calculated from November 7, 2022 at 4.00% annually on the balance outstanding.

**October 26, 2022**

**Date Issued**

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Alex Brkic

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.

\*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.

**Schedule 1  
SUMMARY OF CALCULATIONS**

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

Rent Owing To Move Out Date (Feb 28/22)	\$2,141.37
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	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$2,327.37</b>