



**Order under Section 69 and Subsection 87(1)
Residential Tenancies Act, 2006**

Citation: JUSTIN LEE HOLDINGS LTD. v Treadwell, 2022 ONLTB 9442

Date: 2022-10-26

File Number: LTB-L-006517-22

In the matter of: 3rd Floor Apartment, 995 BLOOR ST W
TORONTO ON M6H1M1

Between: JUSTIN LEE HOLDINGS LTD. Landlord

And

Isaiah Treadwell Tenants
Markean Treadwell

JUSTIN LEE HOLDINGS LTD. (the 'Landlord') applied for an order requiring Isaiah Treadwell and Markean Treadwell (the 'Tenants') to pay the rent that the Tenants owe.

JUSTIN LEE HOLDINGS LTD (the 'Landlord') also applied for an order to terminate the tenancy and evict Isaiah Treadwell and Markean Treadwell (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on October 17, 2022.

Only the Landlord's Legal Representative Ilan Shingait attended the hearing.

As of 9:55 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. Since the Tenants did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

Determinations:

1. At the hearing the Landlord's Legal Representative relied on oral submissions and referred to documents to support their application.
2. Based on the uncontested evidence of the Landlord's Legal Representative I find the Tenants vacated the rental unit on April 30, 2022. The Tenants were in possession of the rental unit on the date the application was filed.
3. Since the Tenants are no longer in possession of the rental unit, the Landlord requested consent of the Board to withdraw their L2 application. In accordance with subsection 200(4) of the *Residential Tenancies Act, 2006* (the Act), I consented to the withdrawal of the application. The hearing proceeded and the Landlord sought an order for the rent arrears.

4. The Tenants did not pay the total rent they were required to pay for the period from January 1, 2022 to April 30, 2022.
5. The lawful rent was \$2,699.00. It was due on the 1st day of each month.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears and daily compensation owing to April 30, 2022 are \$10,796.00
8. The Landlord collected a rent deposit of \$2,699.00 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 is terminated.
9. Interest on the rent deposit, in the amount of \$10.65 is owing to the Tenants for the period from March 2, 2021 until April 30, 2022.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Landlord's L2 application is dismissed.
2. The tenancy is terminated effective April 30, 2022.
3. The Tenants shall pay to the Landlord \$8,272.35*. This amount includes rent arrears owing up to April 30, 2022 and the cost of the application minus the rent deposit and interest owing.
4. If the Tenants do not pay the Landlord the full amount owing on or before November 6, 2022, the Tenants 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

John Cashmore
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.

* Please see attached Schedule A.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: LTB-L-006517-22

2022 ONLTB 9442 (CanLI)

A. Amount the Tenants must pay:

Reasons for amount owing	Period	Amount
Arrears:	January 1, 2022 until April 30, 2022	\$10,796.00

Less the rent deposit:		-\$2,699.00
Less interest owing by Landlord:		-\$10.65

Amount owing to the Landlord on the order date: (total of previous boxes)	\$8,086.35
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Additional costs the Tenants must pay to the Landlord:	\$186.00
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Total the Tenants must pay the Landlord:	\$8,272.35
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