



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

Citation: InterRent v Norder, 2022 ONLTB 9955

Date: 2022-10-24

File Number: LTB-L-018351-22

In the matter of: 715, 165 ONTARIO ST
ST CATHARINES ON L2R5K4

Between: InterRent Landlord

And

Alexis Rowell, Shannon Norder Tenants

InterRent (the 'Landlord') applied for an order to terminate the tenancy and evict Alexis Rowell and Shannon Norder (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 12, 2022.

The Landlord's Legal Representative, Daniel Abraham, and the Tenant attended the hearing

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 lawful rent is \$1,740.00. It was due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to August 31, 2022 are \$10,440.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,740.00 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.
8. According to the Landlord, the Tenants vacated the rental unit on August 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit. T
9. The Tenants testified that Alexis Rowell (AR) left the unit April 5, 2022, he gave the Landlord a letter. Shannon Norder (NR) left about a week later and left her keys on the

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kitchen counter. The Tenants testified that they should only be responsible for rent up until they vacated.

10. The Landlord's Legal Representative submitted that there were still items in the unit on July 22, 2022, and the Landlord has still not received all keys back. Further, the Landlord responded to AR's letter and advised he was not accepting early termination and the Tenants would be responsible until the end of the lease, August 31, 2022.
11. For the reasons that follow, I find the Tenants are responsible for rent up to August 31, 2022. The Tenants did not dispute that the Landlord rejected early termination, therefore there was no agreement that the tenancy was to end earlier than the end of the lease. Further, the Landlord did not receive all keys back and when the Landlord checked the unit on July 22, 2022, there were still items there. When NR vacated, she did not advise the Landlord, therefore it is logical that the Landlord assumed at least one Tenant was still in the unit when he checked the unit on the 22nd and it was not empty. Had the Landlord been notified when the unit was vacant, then at that point he would have been required to minimize his losses pursuant to section 16 of the *Residential Tenancies Act, 2006* (the 'Act'). As the Landlord was notified when the unit was vacant, and there were belongings in the unit on July 22, 2022, there was no reason for the Landlord to mitigate losses prior to the end of the lease; the Landlord was not given vacant possession until August 31, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of August 31, 2022, the date the Landlord received vacant possession of the rental unit
2. The Tenants shall pay to the Landlord \$8,886.00. 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 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 4, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 5, 2022 at 3.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing on or before November 4, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 5, 2022, at 3.00% annually on the balance outstanding.

October 24, 2022

Date Issued

Diane Wade

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	\$10,440.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
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	- \$1,740.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	\$8,886.00