



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

Citation: Badju v Seymour, 2022 ONLTB 9333

Date: 2022-10-21

File Number: LTB-L-017390-22

In the matter of: 8 MAGDALENA ST
STONEY CREEK ON L8J0M3

Between: Anton J Rueda, Sophie Badju Landlords

And

Ras Daniel Tafari Seymour, Stephanie Jo Greenwood Tenants

Anton J Rueda, Sophie Badju (the 'Landlords') applied for an order to terminate the tenancy and evict Ras Daniel Tafari Seymour, Stephanie Jo Greenwood (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

Only the Landlord's Legal Representative, L. Barder attended the hearing.

As of 9:36 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. The Tenant vacated the rental unit on March 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$3,000.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2022 are \$8,000.00.
7. The Landlords 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 Landlords and the Tenants is terminated as of March 31, 2022, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$8,186.00. This amount includes rent arrears owing up to the date the Tenants 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 1, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 2, 2022 at 4.00% annually on the balance outstanding.

October 21, 2022

Date Issued

Emily Robb

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	\$8,000.00
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	- \$0.00
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	- \$
Total amount owing to the Landlord	\$8,186.00

2022 ONL TB 9333 (CanLI)