



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

**Citation:** Arnott v Marks, 2024 ONLTB 33789

**Date:** 2024-05-16


**File Number:** LTB-L-092989-23

**In the matter of:** 1748 Lewellyn Street  
Richards Landing ON P0R1J0

**Between:** Anne Arnott

**And**

Laura Marks

I hereby certify this is a true copy of an Order dated  
**MAY 16, 2024**  


Landlord

Tenant

Anne Arnott (the 'Landlord') applied for an order to terminate the tenancy and evict Laura Marks (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 1, 2024.

Only the Landlord and the Landlord's Representative, Catherine Garner, attended the hearing.

As of 9:42am, 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2024, are \$12,600.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.