



## Order under Section 69, 88.2 and 89

### Residential Tenancies Act, 2006

**Citation:** Yahn v Shedden, 2024 ONLTB 91990

**Date:** 2024-12-10

**File Number:** LTB-L-061884-24

**In the matter of:** 202 CUMMING ST  
THUNDER BAY ON P7C1N7

**Between:** Lindsay Yahn  
Chris Batten

**And**

Cassandra Shedden  
Matthew Shedden

I hereby certify this is a  
true copy of an Order dated

**DEC 10, 2024**

Landlord and Tenant Board

Landlords

Tenants

Lindsay Yahn and Chris Batten (the 'Landlords') applied for an order to terminate the tenancy and evict Cassandra Shedden and Matthew Shedden (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlords also applied for an order to terminate the tenancy and evict the Tenants because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlords also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 4, 2024.

The Landlords and the Tenants attended the hearing. The Tenants spoke to Tenant Duty Counsel prior to the hearing.

**Determinations:**

**L1 Application:**

1. The Landlords 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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,537.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.55. This amount is calculated as follows:  $\$1,537.50 \times 12$ , divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2024 are \$9,842.50.
7. The Landlords incurred costs of \$186.00 for filing the application and they are entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenants said that they are moving out of the rental unit by January 31, 2025. The parties agreed to terminate the tenancy on January 31, 2025.
10. The Tenant, C. Shedden (CS) contested the amount of rent claimed by the Landlords. She said that it was the Landlords' fault that she had lost her ODSP payment because the Landlords had called ODSP prior to July 2024, and they told ODSP that the Tenants had already moved out of the rental unit.
11. I find, on a balance of probabilities, that the Tenants owe the amount of rent claimed by the Landlords. The Tenants had no documentary proof to contradict the Landlords' accounting, nor to prove that they had made more payments towards the rent since the Landlords filed the application. In addition, the Tenants did not, themselves, claim that they had made any payments towards the rent since the last payment credited towards them by the Landlords, but rather claimed it was the Landlords' fault that the Tenants had not paid the rent. The Tenants had no proof that it was the Landlords' responsibility for the loss of CS' ODSP payment. It is, in any case, irrelevant to the Landlords' L1 application for arrears whether CS receives ODSP or not. Tenants are responsible for paying the lawful rent each month.

**L2 Application:**

**Utilities:**

12. The rental unit is a single family house. The Tenants moved into the rental unit in June of 2023. The original understanding between the parties was that the Tenants were going to rent the property with the intention of purchasing the property.
13. It is undisputed that there is no written lease agreement between the parties.
14. The Landlords claim that the Tenants were responsible for 100% of the water bill.

15. The Landlords said that the Tenants did not pay the water bills, although they started sending them to the Tenants at the beginning of the tenancy, in December 2023. As proof that the Tenants acknowledge they owe the Landlords for water bills, the Landlords submitted into evidence a text message, undated, in which the Tenant, CS informs the Landlords that the Tenants “will not be paying the water bill. As there is no lease nor signature that binds us to it at all....”
16. The Landlords are claiming \$990.93 in unpaid water bills.
17. CS said that the Tenants do not owe any amount for water bills. She said that the Tenants were responsible for gas and hydro, and they put those bills in their name, and they have been paying them.
18. CS said, and it is undisputed, that there is no written lease agreement between the parties that obliges them to pay for the water bills.
19. I find, on a balance of probabilities, that the Landlords have failed to prove that the Tenants are responsible for the water bills, and they have failed to prove that the Tenants ever accepted responsibility for paying the water bills. The Tenants’ texts, as well as the Landlords’ testimony, in fact, suggest that the parties never had an agreement for the Tenants to pay the water bills, and there is no written documentation of them ever having agreed to pay the water bills.
20. Consequently, the Landlords’ claim for \$990.93 of unpaid water bills is dismissed.

Damage:

21. The Landlords claimed \$1,000.00 in their application for damage caused by the Tenants to walls and floors. The Landlords said that the amount claimed in the application was just an estimate for materials and labours to fix everything.
22. The Landlord, L. Yahn (LY), said that the Landlords had ongoing problems with the Tenants, so they had put the police on notice of potential issues in the rental unit. She said the Landlords had alerted the police to a problem on June 24, 2024, so the Landlord, C. Batten (CB) accompanied the police to the rental unit on that date.
23. LY said that during the escorted visit to the rental unit on June 24, 2024, CB took video and photo footage of damage he noticed on the property. Amongst the photos submitted into evidence by the Landlords, there was one photo of a wall with a number of holes that looked like they had been patched up. LY said that there were no photos of the floor damage.
24. The Landlords request \$500.00 compensation for materials and labour to fix the walls.
25. CS said that any holes in the wall pre-existed their tenancy, and it was she that patched them up by herself. She said that the rental unit was in a bad state of disrepair when the Tenants moved in, and the holes were caused by a previous Tenant.
26. I find that the Landlords have failed to prove, on a balance of probabilities, that the Tenants are responsible for any damage to the walls or floors. The Landlords had no photos of the rental unit prior to the Tenants’ moving in. Therefore, the holes may have

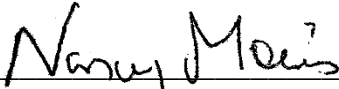
been caused by a previous tenant as claimed by CS. They Landlords also had no photographic evidence of any damage to floors.

27. Consequently, the Landlords' claim for \$500.00 to reimburse them for damage to the walls is dismissed.

**It is ordered that:**

1. The Landlords' L2 is dismissed.
2. The tenancy between the Landlords and the Tenants is terminated on January 31, 2025. The Tenants must move out of the rental unit on or before January 31, 2025.
3. If the Tenants do not move out on or before January 31, 2025, they shall pay the Landlords compensation of \$50.55 per day for the use of the unit starting February 1, 2025, until the date the Tenants move out of the unit.
4. The Tenants shall pay to the Landlords \$11,566.20 arrears and costs owed to January 31, 2025 (see Schedule 1 for calculation).
5. If the Tenants do not pay the Landlords the full amount owing on or before January 31, 2025, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2025 at 6.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 31, 2025, then starting February 1, 2025, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 1, 2025.

**December 10, 2024**  
**Date Issued**

  
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Nancy Morris  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 1, 2025 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$11,380.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants 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>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlords owe the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$11,566.20</b>
Plus daily compensation owing for each day of occupation starting December 5, 2024	\$50.55 (per day)