



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

**Citation:** Sims v Rawn, 2023 ONLTB 23473

**Date:** 2023-03-09

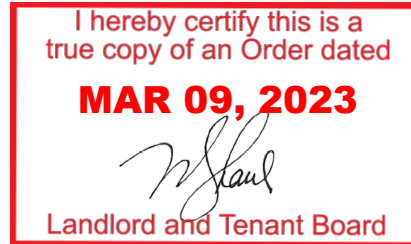
**File Number:** LTB-L-071486-22

**In the matter of:** Upper, 216 Bruce  
Oshawa L1H1R5

**Between:** Matthew Sims

**And**

Samantha Rawn



Landlord

Tenant

Matthew Sims (the 'Landlord') applied for an order to terminate the tenancy and evict Samantha Rawn (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application) and the Tenant has been persistently late in paying the Tenant's rent (L2 application)

This application was heard by videoconference on December 21, 2022.

The Landlord and Landlord's representative the Tenant attended the hearing.

**Preliminary issues**

1. The Tenant wished to raise issues with the Tenancy under s. 82. The Tenant did not file the issues that she intended to raise in accordance with the LTB's Rule 19.5 which states:

A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

2. The Tenant wanted to file over 80 documents in support of her Tenant claims. The Tenant did not comply with the required format for submission of evidence which is set out in the Board's practice directions:

All documents, photographs and other items provided to the other parties and the LTB as evidence must:

- a. be readable;
- b. have consecutively numbered pages; and
- c. include a list or table of contents identifying each item in order, and by page number, if more than one item is being submitted.

3. The Tenant's evidence was not organized. The Tenant was given the opportunity during the hearing to re-submit the evidence to the Board in a manner which the Board and the Landlord's representative could view the documents that she was referring to during the hearing.
4. During the hearing the Tenant re-submitted the documents in four emails to the Board and the Landlord's representative but the resubmission was not any more organized than what was previously entered in advance of the hearing.
5. A great deal of time was also given to the Tenant at the hearing to direct us to which document that she was referring to but she was unable to do so. With over 80 documents that were not numbered and limited hearing time, the hearing moved forward with the Landlord's L1 and L2 application and the Tenant was advised to seek legal assistance in order to file separate Tenant applications with the Board relating to maintenance and harassment claims. The tenancy ended on March 15, 2022. The Tenant may file an application with the Board within one year of vacating the rental unit.
6. The Tenant did not dispute that she did not pay rent to the Landlord and the total amount owed is \$13,516.75. The Tenant testified that she believed that she was entitled to a rent rebate due to maintenance and harassment issues while she lived in the rental unit. The Tenant was not able to provide the Board with evidence at the hearing to determine if a rent rebate would apply. The Tenant was advised she can file an application with the Board to determine whether the Landlord was in breach of his maintenance obligation or interfered with the Tenant's rights. The Tenant must file the applications within the 12-month limitation period.

**Determinations:**

**L2 Application:**

1. The Landlord filed an L2 application TEL-19066-21 for persistent late payment of rent. Since the Tenant vacated the rental unit on March 15, 2022 the Landlord's L2 application is dismissed.

**L1 Application for non-payment of rent,**

2. 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. Since the Tenant moved out prior to the hearing date, the only remaining issue before me was arrears of rent.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on March 15, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
5. The lawful rent is \$2000.00. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.

7. The rent arrears owing to March 15, 2022 are \$13,315.75.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of March 15, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$13,516.75 on or before March 21, 2023. 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. 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 March 21, 2023, then commencing March 22, 2023 Tenant will start to owe interest. This will be simple interest at a rate of 5 percent per annum on the balance outstanding. .

**March 9, 2023**  
**Date Issued**

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Maria Shaw  
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.

\*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$13,315.75
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant 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 Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$13,516.75</b>