



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-064430-24

In the matter of: (COACH HOUSE), 119 SETTLEMENT PARK AVE
MARKHAM ON L6B1B6

Between: SUSAN TAYLOR

And

SIENNA BULLIED

I hereby certify this is a
true copy of an Order dated
DEC 13, 2024
Landlord and Tenant Board

Landlord

Tenant

SUSAN TAYLOR (the 'Landlord') applied for an order requiring SIENNA BULLIED (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on November 6, 2024 at 2:28 p.m.

Only the Landlord's representative Eric Splivieri licensed paralegal attended the hearing.

As of 2:28 p.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.

Preliminary Issue:

1. The Landlord's representative raised the issue that he received an email from the Tenant at 4:33 a.m. on November 5, 2024 requesting to reschedule the hearing. This request is denied, below are my reasons.
2. The Landlord's representative objected to the adjournment as it was not on consent, and due to the prejudice an adjournment would cause the Landlord as the arrears were significant. The Landlord's representative further claimed the Tenant had more than enough time to secure representation, an agent to appear on the Tenant's behalf or contact the Landlord in advance to request an adjournment on consent but failed to do so. The Landlord's representative submitted all evidence had been disclosed in a package to the Tenant more than 7 days before the hearing.
3. Rule 21.1 states that the request to reschedule must be made on consent of all the parties and received by the Board as soon as it reasonably possible, and not less than 5 business days before the scheduled date.
4. The application was filed August 9, 2024 and the Notice of Hearing was sent to parties on August 14, 2024. I find that the Tenant had a reasonable opportunity, approximately 3 months, to file a request to reschedule through the Board on consent but failed to do so. The request made by email to the Landlord's representative was on November 5, 2024, 1 day before the hearing scheduled for November 6, 2024 and therefore outside the window

pursuant to Rule 21.1. The Tenant provided no reasonable explanation to the Board for why they could not attend and did not provide any reason why they could not comply with the 5-business day rule. For these reasons the request is denied.

Determinations:

1. The Tenant vacated the rental unit on October 11, 2024. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Landlord amended their application to an L9 application solely for arrears of rent and the filing fee. The Landlord was seeking the arrears outstanding to October 11, 2024.
3. The Tenant did not pay the total rent they were required to pay for the period from July 1, 2024 to October 11, 2024.
4. The lawful rent is \$1,690.00. It is due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The tenancy ended on October 11, 2024 as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
7. The rent arrears and daily compensation owing to October 11, 2024 are \$5,403.37.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,650.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,706.62. This amount includes rent arrears owing up to October 11, 2024 and the cost of the application, less the rent deposit and interest owing on the rent deposit.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 3, 2025, the Tenant will start to owe interest. This will be simple interest calculated from January 4, 2025 at 6.00% annually on the balance outstanding.

December 13, 2024
Date Issued

Greg Witt
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.