



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

Citation: D'angelo v Dahmer, 2024 ONLTB 69923

Date: 2024-09-16

File Number: LTB-L-042652-24 &
LTB-L-037219-24

In the matter of: (BASEMENT), 38 CASA NOVA DR
VAUGHAN ON L4H2Z9

Between: Annette D'Angelo

And

Bryan Dahmer

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

SEP 16, 2024

Landlord and Tenant Board

Landlord

Tenant

Annette D'Angelo (the 'Landlord') applied for an order to terminate the tenancy and evict Bryan Dahmer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also filed an application for the Tenant to pay the rent arrears only.

This application was heard by videoconference on July 9, 2024.

The Landlord and the Tenant attended the hearing

Determinations:

1. The Landlord filed L1 and L9 applications. The Landlord requested the consent of the Board to withdraw their L9 application.
2. I consent to the Landlord's withdrawal of their L9 application.
3. 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.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant vacated the rental unit on June 30, 2024. Rent arrears are calculated up to the date the Tenant vacated the unit.
6. The lawful rent is \$1,496.50. It was due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The Landlord sought arrears of \$7,409.50, which includes the unpaid rent for February 2024.

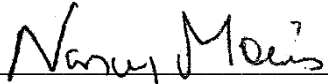
9. The Tenant contests that they owe the rent for February 2024. The Tenant said that, pursuant to order LTB-L-012895-24, issued on June 26, 2024, the Landlord waives the rent for February 2024 in lieu of compensation equivalent to one month's rent that is due to the Tenant.
10. I find that pursuant to the order for the Landlord's application to evict the Tenant for the Landlord's own residential use of the rental unit, the Landlord waived the rent for February 2024.
11. The rent arrears owing to June 30, 2024 are \$5,949.50.
12. The Tenant admits that they owe the arrears. However, the Tenant objects to any interest accruing on that amount because the Tenant said that they have an order from the Board for the Landlord to pay over \$8,000.00, i.e. order LTB-T-073440-22 (TNT-36962-22)/LTB-L-024786-22/LTB-T-028667-22/LTB-L-032754-22-HR, issued on December 22, 2023. The Tenant alleges that the Landlord has frivolously filed an appeal to that order to the Divisional Court merely in order to evade payment to the Tenant. Pursuant to Div. Court File #DC-24-00001532-0000 issued on April 24, 2024, that order in favour of the Tenant is stayed pending resolution of the appeal. The Tenant said that they are losing interest on the amount the Landlord owes them as a result of that stay, and they should not be liable for any interest owing on the amount owing pursuant to this order.
13. I find that the Landlord's appeal to the Divisional Court, mentioned above, is unrelated to this order for arrears, particularly as the Tenant admits that they, in fact, owe the amount of arrears claimed. It is not within my jurisdiction over this application to determine whether or not the Landlord has filed a frivolous appeal of the Tenant application order.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,400.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
16. Interest on the rent deposit, in the amount of \$156.30 is owing to the Tenant for the period from November 1, 2017 to June 30, 2024.

It is ordered that:

1. The Landlord's L9 application is withdrawn.
2. The tenancy between the Landlord and the Tenant is terminated as of June 30, 2024, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$4,579.20. 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. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

4. If the Tenant does not pay the Landlord the full amount owing on or before September 27, 2024, the Tenant will start to owe interest. This will be simple interest calculated from September 28, 2024 at 7.00% annually on the balance outstanding.

September 16, 2024
Date Issued



Nancy Morris
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	\$5,949.50
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	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$156.30
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	- \$0.00
Total amount owing to the Landlord	\$4,579.20