



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

File Number: LTB-L-003512-25

In the matter of: 72 MATCHEDASH ST N
ORILLIA ON L3V4T6

Between: Yvette Frohlich-Claro

And

Jacob Maclean
Colleen Mackillop

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

MAY 21, 2025

Siniposthova

Landlord and Tenant Board

Landlord

Tenant

Yvette Frohlich-Claro (the 'Landlord') applied for an order to terminate the tenancy and evict Jacob Maclean and Colleen Mackillop (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant or someone else visiting or living in the rental unit willfully or negligently caused damage to the rental unit or residential complex (L2 Application).

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

This application was heard by videoconference on May 14, 2025.

Only the Landlord and the Landlord's Legal Representative Carson Frankum attended the hearing.

As of 9:37 AM, 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.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Preliminary Issues:

1. The N4 notice of termination served by the Landlord claimed two rental periods: December 1, 2024 – December 20, 2024, and December 21, 2024 – January 20, 2025. Based on the uncontested testimony of the Landlord, I find that the parties agreed to change the rental period start date from the first day of the month to the 20th day of the month. Although the

second period claimed appears to be off by one day, I am satisfied that this was a clerical error which does not prejudice the Tenant, as the amount owing is accurate. Accordingly, I find that the N4 notice substantially complies with the *Residential Tenancies Act* (2006) (the 'Act') pursuant to section 212(2).

Determinations:

L1 Application

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 \$2,100.00. It is due on the 20th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 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 19, 2025 are \$11,880.80.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,000.00 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.
9. Interest on the rent deposit, in the amount of \$24.25 is owing to the Tenant for the period from November 19, 2024 to May 14, 2025.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant was not present to advise the Board of their circumstances. The Landlord was not aware of any circumstances to delay or deny eviction. The Landlord had reached out to the Tenant to negotiate a repayment plan, but they were not interested in reaching a resolution.

L2 Application

12. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.

13. On December 27, 2024, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'), alleging that the Tenant wilfully or negligently damaged the rental unit.
14. The Landlord testified that new carpet had been installed in the living room within one year prior to the start of the tenancy. When delivering new appliances on or about December 12, 2024, she observed that the carpet had been rolled up and placed on the front porch. She estimated the cost of the damage by checking carpet prices in stores.
15. No documentary evidence was provided. There were no photographs of the damage, nor any contractor estimates or other documents establishing the cost of replacing the carpet. In the absence of these documents, there is insufficient evidence to support a finding that the rental unit was damaged or to determine the cost of repairs.
16. The Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord has not proven the reasonable costs that the Landlord will incur as a result of the damage. Therefore, the L2 application is dismissed.

It is ordered that:

L1 Application

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$14,166.80 if the payment is made on or before June 1, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 1, 2025 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 1, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,668.58. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting May 15, 2025 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before June 1, 2025, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 1, 2025, then starting June 2, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 June 2, 2025.

L2 Application

10. The L2 application is dismissed.

May 21, 2025
Date Issued

Sinipostolova

Kate Sinipostolova
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 December 2, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 1, 2025

Rent Owing To June 19, 2025	\$13,980.80
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 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 the Tenant must pay to continue the tenancy	\$14,166.80

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,506.83
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	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$24.25
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	\$9,668.58
Plus daily compensation owing for each day of occupation starting May 15, 2025	\$69.04 (per day)