



Order under Section 16.1 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: 2729907 Ontario Inc. v Soules, 2024 ONLTB 12838

Date: 2024-02-20

File Number: LTB-L-031044-23-IN

In the matter of: 203, 2 Forsyth Street
Marmora ON K0K2M0

Between: 2729907 Ontario Inc.

And

Stephen Soules

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

February 20, 2024

Landlord and Tenant Board

Landlord

Tenant

2729907 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Stephen Soules (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (the L1 application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because they, another occupant of the rental unit or someone they permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant and; because they, another occupant of the rental unit or someone they permitted in the residential complex have wilfully or negligently caused undue damage to the premises (the L2 application).

This application was heard by videoconference on January 29, 2024.

Only the Landlord's legal representative, Sara Matthew, attended the hearing.

As of 1:49 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.

Determinations:

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on August 14, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$1,178.20. It was due on the 1st day of each month.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to August 14, 2023 are \$5,170.76.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. There was insufficient time remaining in the docket to consider the L2 application.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 14, 2023, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$5,356.76. 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 2, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 3, 2024 at 7.00% annually on the balance outstanding.
4. The hearing of the L2 application is adjourned to the next available date.



February 20, 2024
Date Issued

Sean Henry
Vice Chair, 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	\$5,170.76
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord	\$5,356.76