



APR 3, 2023

**Order under Section 69/ 88.2
Residential Tenancies Act, 2006**

Citation: Hanjrah v Stojkova, 2023 ONLTB 28964

Date: 2023-04-03

File Number: LTB-L-025162-22

In the matter of: UPPER LEVEL, 8 KEITH MONKMAN WAY
BRAMPTON ON L7A5C6

Between: Khushwinder Singh Hanjrah Landlord

And

Rene Stojka and Zaneta Stojkova Tenants

Khushwinder Singh Hanjrah (the 'Landlord') applied for an order to terminate the tenancy and evict Rene Stojka and Zaneta Stojkova (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

AND

Khushwinder Singh Hanjrah (the 'Landlord') applied for an order to terminate the tenancy and evict Rene Stojka and Zaneta Stojkova (the 'Tenants') because:

- the Tenant, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Khushwinder Singh Hanjrah (the 'Landlord') also applied for an order requiring Rene Stojka and Zaneta Stojkova (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

These applications were heard by videoconference on March 23, 2023.

Only the Landlord's son Harjasdeep Spaich and the Landlord's representative Lisa L. Barder attended the hearing.

As of 12:35 p.m., the Tenants were 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 Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on November 28, 2022. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$3,400.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to November 28, 2022 are \$33,729.84.
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 \$3,400.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$45.16 is owing to the Tenants for the period from October 21, 2021 to November 28, 2022.
10. The Landlord's representative submitted that the Landlord witnessed the Tenants moving belongings into a moving truck, becoming aware of the Tenants having moved out of the rental unit on or before November 29, 2022, leaving behind majority of their belongings.
11. The Landlord inspected the rental unit on November 30, 2022, confirming the Tenants had moved out. The Tenants were contacted by the Landlord and returned on December 14, 2022 to retrieve the remainder of their belongings.
12. Based on the uncontested evidence before me, am satisfied, on a balance of probabilities, that the Tenants moved out the rental unit sometime between November 28, 2022 and November 29, 2022.

L2 Application N5

13. As the Tenants have vacated the rental unit, the Landlord's L2 part of the application to terminate the tenancy based on the N5 notice is moot.

Compensation for Unpaid utilities

14. The Landlord has incurred reasonable out-of-pocket expenses of \$7,381.34 as a result of the Tenants' failure to pay; water, electric, gas and hot water tank rental utility costs that they were required to pay under the terms of the tenancy agreement. It was submitted that the Tenants failed to transfer the utilities into their names as agreed to by the parties.

15. The out-of-pocket expense the Landlord incurred are detailed as follow:

- Region of Peel (Water and Waste) – Dec 8, 2021 to Sept 12, 2022 - \$1,330.31;
- Alectra Utilities (Electricity) – Dec 20, 2021 to Oct 21, 2022 - \$1,508.48;
- Enbridge (Gas) & Enercare (hot water tank rental) – Oct 14, 2021 – Nov. 1, 2022 \$4,542.95

16. The utility bills the Landlord received and was required to pay on behalf of the Tenants were submitted into evidence.

17. Based on the uncontested evidence before me the Landlord has incurred out of pocket expenses as a result of the Tenants' failure to pay the above outlined utilities as required under the terms of the tenancy agreement.

Board's Monetary Jurisdiction

18. The amount claimed by the Landlord exceeds the monetary jurisdiction of the Board. Section 207(1) of the *Residential Tenancies Act, 2006* (the 'Act'), limits the monetary jurisdiction of the Board to that of the Small Claims Court. At this time that amount is \$35,000.00.

19. The Landlord's representative submitted that the Landlord understands and agreed to waive any amount that exceeded the Boards monetary jurisdiction.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of November 28, 2022, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$30,470.68. This amount includes rent arrears owing up to the date the Tenants 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.
3. The Tenants shall pay the Landlord reasonable out-of-pocket expenses of \$4,715.32 for water, electric, and gas utility costs.
4. The total amount the Tenants shall pay to the Landlord is \$35,186.00.
5. If the Tenants do not pay the Landlord the full amount owing on or before April 14, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 15, 2023 at 6.00% annually on the balance outstanding.

April 3, 2023
Date Issued



Alicia Johnson
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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$33,729.84
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$3,400.00
Less the amount of the interest on the last month's rent deposit	- \$45.16
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$30,470.68