



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

**Citation:** Putres v Farhat, 2024 ONLTB 30748

**Date:** 2024-05-02

**File Number:** LTB-L-070527-23

**In the matter of:** 1170 CENTRE AVE  
LASALLE ON N9J3C7

**Between:** Luay Putres

**And**

Belal Farhat

I hereby certify this is a  
true copy of an Order dated  
**MAY 2, 2024**  
Landlord and Tenant Board

Landlord

Tenant

Luay Putres (the 'Landlord') applied for an order to terminate the tenancy and evict Belal Farhat (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 the Tenant has been persistently late in paying the Tenant's rent.

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

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on April 18, 2024.

Only the Landlord attended the hearing.

As of 10:02 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.

**Determinations:**

The 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. The Tenant was in possession of the rental unit on the date the application was filed.

3. The Tenant vacated the rental unit on March 31, 2024. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$2,100.00. It was due on the 1st day of each month.
5. The Tenant has paid \$6,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2024 are \$14,800.00.
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.

### The L2 Application

#### N8 Notice of Termination

9. The Tenant was in possession of the rental unit on the date the application was filed.
10. The Tenant vacated the rental unit on March 31, 2024 and accordingly, the Landlord's application for termination of the tenancy based on the N8 notice of termination is moot.

#### Rent deposit

11. There is no last month's rent deposit.

#### Daily Compensation and unpaid utilities

12. The Landlord's request for daily compensation is moot, the Board having determined arrears owing up to the end of March 2024.
13. With respect to the claim that the Tenant failed to pay heat, electricity, or water costs that they were required to pay under the terms of the tenancy agreement the Landlord did not provide evidence beyond the submissions outlined in the application. There was no oral testimony and in reviewing the documents uploaded to the Tribunals Ontario portal, there is no documentary evidence uploaded in relation to the Landlord's claim for utilities.
14. I find the Landlord has abandoned this part of their application.

### **It is ordered that:**

1. The Landlord's L2 application is dismissed.
2. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2024, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$14,986.00. 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.

4. If the Tenant does not pay the Landlord the full amount owing on or before May 13, 2024, the Tenant will start to owe interest. This will be simple interest calculated from May 14, 2024 at 7.00% annually on the balance outstanding.

**May 2, 2024**  
**Date Issued**

  
\_\_\_\_\_  
Kyle McGraw  
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	\$21,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,200.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$14,986.00</b>