



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

Citation: Budhiraja v Castelein, 2024 ONLTB 216

Date: 2024-01-30

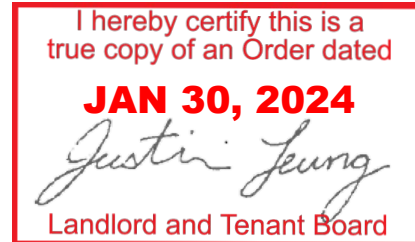
File Number: LTB-L-053654-23

In the matter of: 3758 SOUTHBRIDGE AVE
LONDON ON N6L0G4

Between: Sarthak Budhiraja

And

Samantha Anee Castelein and Tyson Lee
Smith



Landlord

Tenants

Sarthak Budhiraja (the 'Landlord') applied for an order to terminate the tenancy and evict Samantha Anee Castelein and Tyson Lee Smith (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 4, 2023.

Only the Landlord and the Landlord's Legal Representative, Bharat Kapoor, attended the hearing.

As of 2:10 pm, 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:

Preliminary Matter

1. The Landlord's Legal Representative submitted an amended L1 application which contained an administrative correction by showing there is actually only one Landlord and also to include the rent deposit amount.
2. I found that these amendments were appropriate and did not prejudice the Tenants as it did not affect their overall understanding of the rent arrears owing, nor is the amount of rent arrears changed.

L1 Application

3. 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.

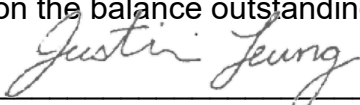
4. The Tenants were in possession of the rental unit on the date the application was filed.
5. I find the Tenants vacated the rental unit on November 1, 2023 based on the uncontested evidence of the Landlord's Legal Representative that the Landlord was passing by and saw the unit's doors unlocked and the unit empty inside. Neighbours told the Landlord they saw the Tenants moving out and the Tenants sent a text message the following day indicating they had vacated the unit. Rent arrears are calculated up to the date the Tenants vacated the unit.
6. The lawful rent is \$2,400.00. 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 rent arrears owing to November 1, 2023 are \$14,478.90.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,300.00 from the Tenants 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.
11. Interest on the rent deposit, in the amount of \$95.78 is owing to the Tenants for the period from February 1, 2022 to November 1, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of November 1, 2023, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$12,269.12. 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. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before February 10, 2024, the Tenants will start to owe interest. This will be simple interest calculated from February 11, 2024 at 7.00% annually on the balance outstanding.

January 30, 2024

Date Issued



Justin Leung
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	\$14,478.90
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	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$95.78
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	\$12,269.12