



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

Citation: Savarap v Todd, 2024 ONLTB 407

Date: 2024-01-24

File Number: LTB-L-071336-22

In the matter of: Lower, 133 LAMBERT ST
AMHERSTBURG ON N9V0G6

Between: Akshaya Savarap and Haseena Ahmed Landlords

And

Kyle Deroy Douglas Todd Tenant

I hereby certify this is a true copy of an Order dated
JAN 24, 2024
Justin Leung
Landlord and Tenant Board

Akshaya Savarap and Haseena Ahmed (the 'Landlords') applied for an order to terminate the tenancy and evict Kyle Deroy Douglas Todd (the 'Tenant') because:

- The Tenant did not pay the rent that the Tenants' owed (L1 application);
- the Tenant has been persistently late in paying the Tenants' rent. (L2 application)

This application was heard by videoconference on December 7, 2023.

Only the Landlord, Akshaya Savarap, attended the hearing.

As of 1:57 pm, 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.

This amended order is issued to correct a clerical error with respect to the arrears owed in the original order issued on January 10, 2024.

Determinations:

Preliminary matter:

At the hearing, the Landlord advised that the Tenant has moved out, and thus, the Landlord requested the consent of the Board to withdraw the Landlord's L2 application. The Landlord sought an order for arrears only for its L1 application.

L2 Application:

1. I consent to the withdrawal of the Landlord's L2 application.

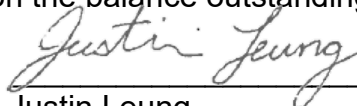
L1 Application:

2. The Landlords 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.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on January 15, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
5. The lawful rent is \$1,425.00. It was due on the 15th day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to January 15, 2023 are \$1,225.00.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlords collected a rent deposit of \$1,425.00 from the Tenant and the Landlord had applied it to rent for the February 2022 rental period. As such, the rent deposit will not be provided back to the Tenant.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of January 15, 2023, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlords \$1,411.00. The Tenant owes the Landlords 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 Landlords the full amount owing on or before February 4, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 5, 2024 at 7.00% annually on the balance outstanding.

January 24, 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 Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$1,225.00
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	\$1,411.00