



Order under Section 69
Residential Tenancies Act, 2006

File Number: EAL-90776-20

In the matter of: 703, 238 BESSERER STREET
OTTAWA ON K1N6B1

Between: Shuangxi Li Landlord

and

Dusan Mitrovic, Tenants
Mica Guelmo

Shuangxi Li (the 'Landlord') applied for an order to terminate the tenancy and evict Dusan Mitrovic ('DM') and Mica Guelmo ('MG') (collectively, the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by video conference on June 1, 2021. The Landlord and Tenant Mica Guelmo ('MG') attended the hearing. The Tenant did not wish to speak to Duty Counsel prior to the commencement of the hearing.

Determinations:

1. The monthly rent is \$1,750.00.
2. The Tenants were in possession of the rental unit at the time the application filed.
3. At issue is the date the Tenants gave vacant possession. MG maintains that he vacated the rental unit on May 1, 2020. The Landlord stated that the first she learned the Tenants had vacated was on August 31, 2020. For the following reasons, I find the Tenants vacated on August 31, 2020.
4. The Landlord presented into evidence text messages between her and the Tenants dated between April 7, 2020 and August 26, 2020. On July 24, 2020, the Tenants texted the Landlord page 2 of what appears to be an N11 agreement to end the tenancy. The agreement was not valid as it did not contain both Tenants' signature. On August 26, 2020, DM texted the Landlord and stated, "... *U can't go in till the keys or the sheriff lets u have property.*" This statement clearly indicates that the Tenants were still in possession of the rental property. I am satisfied that the Tenants gave vacant possession to the Landlord on August 31, 2020.

5. The Tenants have not paid the total rent the Tenants were required to pay for the period from April 1, 2020 to August 31, 2020. Because of the arrears, the Landlord served a Notice of Termination effective June 24, 2020.
6. The Landlord collected a rent deposit of \$1,700.00 from the Tenants and this deposit is still being held by the Landlord.
7. Interest on the rent deposit is owing to the Tenants for the period from July 1, 2020 to June 24, 2020.

It is ordered that:

1. The tenancy between the Landlord and the Tenants terminated on August 31, 2020, the date the Tenants gave vacant possession.
2. The Tenants shall pay to the Landlord \$7,093.48*, which represents the amount of rent owing and compensation up to August 31, 2020, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$175.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing* on or before June 26, 2021, the Tenants will start to owe interest. This will be simple interest calculated from June 27, 2021 at 2.00% annually on the balance outstanding.

June 15, 2021
Date Issued

Dawn Sullivan
Member, Landlord and Tenant Board

Eastern-RO
255 Albert Street, 4th Floor
Ottawa ON K1P6A9

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

* Refer to section A on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

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A. Amount the Tenants must pay as the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	April 1, 2020 to June 24, 2020	\$4,880.82
Plus compensation: (from the day after the termination date in the Notice to the date of vacant possession)	June 25, 2020 to August 31, 2020	\$3,912.04
Less the rent deposit:		-\$1,700.00
Less the interest owing on the rent deposit:	July 1, 2020 to June 24, 2020	\$0.62
Amount owing to the Landlord on the order date: (total of previous boxes)		\$7,093.48
Additional costs the Tenants must pay to the Landlord:		\$175.00
Total the Tenants must pay the Landlord as the tenancy is terminated:		\$7,268.48

2021 CanLII 93476 (ON LTB)