



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

**File Number:** TSL-19883-21

**In the matter of:** 206, 91 WELLESLEY STREET E  
TORONTO ON M4Y1H9

**Between:** Mero Construction Ltd. Landlord

**and**

Maxim Kurochkin Tenant

Mero Construction Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Maxim Kurochkin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard in by video conference on June 16, 2021, beginning at 1:00 p.m..

The Landlord's Legal Representative Charles Berman attended the hearing. As of 1:25 p.m., the Tenant was not present or represented at the hearing although properly served with the notice of this hearing by the Board.

**Determinations:**

1. The Landlord claims that the Tenant has not paid the total rent the Tenant was required to pay for the period from December 1, 2020 to February 28, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 30, 2020.
2. The monthly rent is \$1,138.17.
3. At the hearing, the Landlord sought payment of rent arrears in the amount of \$2,276.34 for the period of January 1, 2021 to February 28, 2021. The Landlord's position at the hearing was that the Tenant did not provide the Landlord with the proper 60 days notice to terminate the tenancy, and therefore the Landlord was entitled to be compensated by the Tenant for the 60-day period between January 1, 2021 and February 28, 2021.
4. The Landlord's Legal Representative submitted that the Tenant gave notice to the Landlord on December 28, 2020 that he was vacating the unit on December 31, 2021, and that this did not constitute the 60 days notice as required pursuant to subsections 44 (2) and 47 of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord filed the application on January 19, 2021, after the Tenant had given vacant possession of the rental unit to the Landlord.

5. I find that the Tenant vacated the rental unit after being served a Notice of Termination (N4) on December 15, 2020 that specified a termination date of December 30, 2020. Consequently, I am satisfied that the Tenant vacated the rental unit in accordance with the N4 Notice pursuant to subsection 37(2) of the Act.
6. The Landlord is only entitled to compensation up to the date that the Tenant vacated the rental unit. According to the Landlord's Legal Representative, as of December 31, 2020 the Tenant did not owe any arrears of rent.
7. The Landlord's application must be dismissed.

**It is ordered that:**

1. The Landlord's application is dismissed.

**September 22, 2021**  
**Date Issued**

Elle Venhola  
Elle Venhola  
Member, Landlord and Tenant Board

Toronto South-RO  
15 Grosvenor Street, 1st 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.