



Order under Section 31
Residential Tenancies Act, 2006

File Number: TET-14920-21

In the matter of: 1, 810 VERNON STREET
WHITBY ON L1N3C8

Between: Amit Sondhi Tenant

and

Maya Ignjatovic Landlord

Amit Sondhi (the 'Tenant') applied for an order determining that Maya Ignjatovic (the 'Landlord') or the Landlord's superintendent or the Landlord's agent substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household.

This application was heard by video conference on November 2, 2021.

The Tenant and the Landlord's Agent Gary Geronimo attended the hearing.

Determinations:

1. The Landlord and the Tenant entered into a one-year fixed term written lease on October 23, 2020.
2. The Tenant seeks an order terminating the tenancy early, in accordance with an N9 Notice served on the Landlord with a termination date of February 28, 2021.
3. The monthly rent is \$2,150.00. The Tenant paid a last month's rent deposit to the Landlord. There is no dispute that the Landlord also charged the Tenant \$300.00 for a key deposit, which the Tenant claims the Landlord has not refunded.
4. The Landlord's Agent seeks to have the application dismissed. The Landlord's position is that the Tenant has not terminated the tenancy and therefore the Tenant is liable to the Landlord for payment of the outstanding rent for the months remaining in the fixed-term lease agreement, specifically for the months of March 2021 to October 22, 2021.

5. The Tenant claimed that, after moving into the rental unit, he and his family began to encounter ongoing issues with other tenants, the most significant being unreasonable noise. He stated that he informed the Landlord promptly when these concerns arose but that the Landlord made minimal or no effort to resolve the issues. He testified that the issues intensified as of December 2021, to the point where the substantial interference with their reasonable enjoyment of the rental unit was unbearable.
6. As a result, on December 30, 2020 the Tenant served the Landlord with an N9 Notice to terminate the tenancy with 60-days notice, effective February 28, 2021. The Tenant stated that the Landlord did not object to the N9 Notice at any time. Both parties agree that they discussed the possibility of assigning the rental unit to another person pursuant to subsection 95(1) of the *Residential Tenancies Act, 2006* (the 'Act').
7. The Tenant testified that he and his family vacated the rental premises on January 30, 2021. He stated that he made arrangements in writing with the Landlord to return the keys on February 7, 2021. The Tenant filed this application on January 31, 2021.
8. The Landlord's Agent did not dispute that the Tenant gave vacant possession of the rental unit to the Landlord on January 30, 2021. The parties agree that the Tenant returned the keys to the rental unit to the Landlord on February 7, 2021.
9. The Landlord's Agent confirmed that the Tenant paid rent in full for the month of January 2021 and that the Landlord applied the Tenant's last month rent deposit to the month of February 2021.
10. The Tenant testified that the Landlord had re-rented the rental unit as of March 2021. Initially, the Landlord's Agent acknowledged that the Landlord had rented the unit to a new tenant as of March 2021. However, when subsequently questioned, he claimed that the rental unit was not re-rented in March 2021 but was rented sometime afterwards. He was unable to provide a date when the new tenant took possession of the unit. The Landlord's Agent confirmed that another tenant is currently residing in the unit.
11. Based on the evidence before me, I find that the tenancy terminated on February 28, 2021, when the Tenant gave vacant possession of the rental unit to the Landlord.
12. I am satisfied that the Landlord appropriately mitigated any potential financial loss by immediately re-renting the unit as of March 2021. In this respect, I prefer the evidence of the Tenant. The Landlord's submissions on this point were contradictory and lacked credibility. I find that the Landlord's insistence that the tenancy continued to be unreasonable.
13. The Tenant sought reimbursement of the \$300.00 collected by the Landlord at the commencement of the tenancy as a key deposit. The application before me does not include a claim for an illegal charge and was not considered.
14. The Tenant has incurred the cost of \$53.00 for the cost of filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2021.
2. The Landlord shall pay to the Tenant \$53.00 for the cost of filing the application.
3. If the Landlord does not pay the Tenant the full amount owing on or before November 30, 2021, the Landlord will start to owe interest. This will be simple interest from December 1, 2021 at 2% annually on the balance outstanding.

November 10, 2021
Date Issued

Elle Venhola
Elle Venhola
Member, Landlord and Tenant Board

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