



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

**Citation:** Miriyala v Khinda, 2024 ONLTB 28784

**Date:** 2024-04-22

**File Number:** LTB-L-013932-24

**In the matter of:** 47 BRIGHAM AVENUE  
BINBROOK ON L0R1C0

**Between:** Dilip kumar Miriyala

**And**

Hardish singh Khinda  
Kirandeep kaur Deol

I hereby certify this is a  
true copy of an Order dated  
**APR 22, 2024**  
Landlord and Tenant Board

Landlord

Tenant

Dilip kumar Miriyala (the 'Landlord') applied for an order to terminate the tenancy and evict Hardish singh Khinda and Kirandeep kaur Deol (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Landlord and the Tenant entered into an agreement to terminate the tenancy (L3 application).

These applications were heard by videoconference on April 9, 2024.

The Landlord attended the hearing. 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.

**Determinations:**

*L3 Application*

1. At the outset of the hearing the Landlord advised the Tenant vacated the rental unit on April 7, 2024.
2. Since the sole remedy being sought in the L3 application is ejection, the L3 application is moot. Accordingly, the L3 application is dismissed.

*L1 Application*

3. The Landlord 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.
4. The Tenant was in possession of the rental unit on the date the application was filed.

5. The Tenant vacated the rental unit on April 7, 2024. Rent arrears are calculated up to the date the Tenant vacated the unit.
6. The rent arrears owing to April 7, 2024 are \$7,367.38.
7. The Landlord collected a rent deposit of \$2,900.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
8. Interest on the rent deposit, in the amount of \$39.33 is owing to the Tenant for the period from September 23, 2023, to April 7, 2024.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of April 7, 2024, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,428.05. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 3, 2024, the Tenant will start to owe interest. This will be simple interest calculated from May 4, 2024, at 7.00% annually on the balance outstanding.

**April 22, 2024**  
**Date Issued**

  
Bryan Delorenzi  
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	\$7,367.38
<b>Less</b> the amount of the last month's rent deposit	- \$2,900.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$39.33
<b>Total amount owing to the Landlord</b>	<b>\$4,428.05</b>