



Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-12364-20

In the matter of: 704 BURNS STREET W
WHITBY ON L1N1K4

Between: Neeraj Mathur
Nidhi Mathur

and

Kevin Hill
Nikki Hooper

I hereby certify this is a
true copy of an Order dated

JAN 18, 2022

TR

Landlord and Tenant Board

Landlords

Tenants

Neeraj and Nidhi Mathur (the 'Landlords') applied for an order to terminate the tenancy and evict Kevin Hill, and Nikki Hooper (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 17, 2021, May 14, 2021 and November 5, 2021.

The Landlords' then Legal Representative, Alok Jain, the Landlords, Neeraj and Nidhi Mathur, and the Tenant, Nikki Hooper, on her own behalf and on behalf of Kevin Hill, attended the hearing on February 17, 2021. The Tenant, Nikki Hooper, consulted Duty Counsel during the hearing. The hearing was adjourned due to scheduling overflow and to permit a full and adequate hearing on the merits.

At the return on May 14, 2021, the Landlords, Neeraj and Nidhi Mathur, the Tenants' Legal Representative, Rajan Mahavalirajan, and the Tenant, Nikki Hooper, on her own behalf and on behalf of Kevin Hill, attended the hearing. The Tenants elected not to proceed with any section 82 issues on this application and the hearing was adjourned as per Interim Order dated July 2, 2021. The matter was returned following endorsement dated September 7, 2021.

At the return on November 5, 2021, the Landlords, Neeraj and Nidhi Mathur, and the Tenant, Nikki Hooper, on her own behalf and on behalf of Kevin Hill, attended the hearing. Duty Counsel was not present but the Tenant elected to proceed in any event.

Determinations:

Proper Parties

1. Nidhi Mathur was also a landlord and so is added as a party Landlord to the application.

2. I find below the tenancy terminated on April 6, 2021. Neeraj and Nidhi Mathur sold this property to Manoranjan Kandasamy, an unrelated third party, on April 7, 2021. As the tenancy terminated before the sale, there was never a landlord-tenant relationship between the Tenants, Nikki Hooper and Kevin Hill, and Manoranjan Kandasamy. Therefore, Neeraj and Nidhi Mathur, are the only Landlords properly named in this proceeding and any subsequent Landlord is not a party to this application.
3. The individual named Anthony Fulchini appears to have been added as a party in error and is also removed as a party.

Arrears Owed

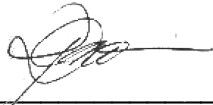
4. The Tenants have not paid the total rent the Tenants were required to pay for the period from August 1, 2020 to November 30, 2021. Because of the arrears, the Landlords served a Notice of Termination effective August 31, 2020.
5. The Tenants moved out and returned the key on April 6, 2021, but stored some items in the garage which they collected later. The Landlords advised they do not know when the Tenants moved out.
6. I find the tenancy terminated on April 6, 2021, the date the Tenants surrendered their keys and signaled their clear intention to vacate the rental unit. The Tenants were in possession of the rental unit on the date the application was filed.
7. The lawful monthly rent was \$1,750.00.
8. The Tenants have not made any payments since the application was filed.
9. The Landlords collected a rent deposit of \$1,750.00 from the Tenants and this is still being held by the Landlords.
10. Interest on the rent deposit is owing to the Tenants for the period from September 1, 2019 to August 31, 2020.

It is ordered that:

1. Nidhi Mathur is added as a party Landlord to the application.
2. Manoranjan Kandasamy and Anthony Fulchini are removed as parties to the application.
3. The tenancy is terminated as of April 6, 2021, the date the Tenants gave vacant possession of the rental unit to the Landlords.
4. The Tenants shall pay to the Landlords \$14,252.93*, which represents the amount of rent owing and compensation up to April 6, 2021, less the rent deposit and interest the Landlords owe on the rent deposit.
5. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.

6. If the Tenants do not pay the Landlords the full amount owing* on or before January 25, 2022, the Tenants will start to owe interest. This will be simple interest calculated from January 26, 2022 at 2.00% annually on the balance outstanding.

January 18, 2022
Date Issued



Rebecca Case
Member, Landlord and Tenant Board

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7

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**

File Number: TEL-12364-20

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	August 1, 2020 to August 31, 2020	\$3,500.00
Plus compensation:	September 1, 2020 to April 6, 2021	\$12,541.54
Less the rent deposit:		-\$1,750.00
Less the interest owing on the rent deposit:	September 1, 2019 to August 31, 2020	-\$38.61
Amount owing to the Landlord on the order date: (total of previous boxes)		\$14,252.93
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$14,438.93