



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

**Citation:** Pasta v Gurza, 2022 ONLTB 1728

**Date:** 2022-07-21

**File Number:** LTB-L-001108-21

**In the matter of:** 273 SCOTT BLVD  
MILTON ON L9T6Z9

**Between:** Yasin & Zoella Pasta

**And**

Levi Gurza

I hereby certify this is a  
true copy of an Order dated  
**JUL 21 2022**  
Landlord and Tenant Board

Landlord

Tenant

Yasin & Zoella Pasta (the 'Landlords') applied for an order to terminate the tenancy and evict Levi Gurza (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 21<sup>st</sup>, 2022.

Only the Landlord Yasin Pasta and the Landlord's Legal Representative, Peter Balatidis attended the hearing.

As of 9:42 am, 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:**

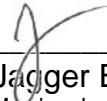
1. The Landlords sought to amend the city to Milton. This amendment was granted.
2. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on May 18<sup>th</sup>, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
5. The lawful rent is \$3,190.00. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to May 18<sup>th</sup>, 2022 are \$26,895.00.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. The Landlords collected a rent deposit of \$3,190.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated as of May 18<sup>th</sup>, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlords \$23,876.53. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. 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 Landlords the full amount owing on or before August 1<sup>st</sup>, 2022, the Tenant will start to owe interest. This will be simple interest calculated from August 2<sup>nd</sup>, 2022 at 2.00% annually on the balance outstanding.
4. If the Tenant does not pay the Landlords the full amount owing on or before August 1<sup>st</sup>, 2022, the Tenant will start to owe interest. This will be simple interest calculated from August 2<sup>nd</sup>, 2022 at 2.00% annually on the balance outstanding.

**July 21<sup>st</sup>, 2022**  
**Date Issued**

  
\_\_\_\_\_  
Jagger Benham  
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	\$26,895.00
Application Filing Fee	\$186.00
<b>Less</b> the amount of the last month's rent deposit	- \$3,190.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$14.47
<b>Total amount owing to the Landlord</b>	<b>\$23,876.53</b>