




I hereby certify this is a
true copy of an Order dated
October 17, 2022

Landlord and Tenant Board

Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-00751-21

In the matter of: 1610, 1477 MISSISSAUGA VALLEY BOULEVARD
MISSISSAUGA ON L5A3Y4

Between: Morguard Nar Canada Limited Partnership Landlord

and

Adrienne Naraine Tenants
Terence Case

Morguard Nar Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Adrienne Naraine and Terence Case (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 30, 2021.

The Landlord's Legal Representative, Martin Zarnett, and the Tenant, Adrienne Naraine, attended the hearing.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from June 1, 2020, to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective June 3, 2021.
2. The Landlord collected a rent deposit of \$2,200.00 from the Tenants and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenants for the period from January 1, 2021, to June 3, 2021.
4. The Tenant testified that she vacated the rental unit on June 29, 2021. The Tenant testified that her husband had a stroke and that she can only afford to pay \$50.00 per month from her employment insurance benefits. The Tenant testified that she paid \$1,400.00 since the N4 notice was filed by the Landlord.
5. The Tenant is not disputing the arrears claimed by the Landlord.

6. The Landlord submits that the Tenant vacated the rental unit and returned vacant possession of the rental unit to the Landlord on August 30, 2021, and that the Tenant should be responsible for the rent up to that date.
7. Graham Eggle, the Landlord's district manager, testified that the Landlord did not receive a written notice of termination from the Tenant, and that he has no written proof that the Tenant vacated the rental unit as alleged on June 29, 2021. He further testified that the Tenant did not advise anyone at reception that she vacated the rental unit. Graham Eggle testified that he was aware of an email sent by the Landlord on August 19, 2021, when it completed the annual inspection and noticed that the rental unit may be vacant. This evidence was not contested by the Tenant.
8. The Landlord relied on section 37 of the Act to argue that a tenancy must be terminated in accordance with the Act. The Landlord submitted that it cannot just reclaim possession of the rental unit and that the Tenant is obligated to provide a proper written notice or communicate clearly to the Landlord that she is giving vacant possession of the rental unit. The Landlord submitted that it was never properly notified that the Tenants gave vacant possession of the rental unit and that on August 19, 2021, the Landlord found the unit vacant. The Landlord argued that the Tenant should be responsible for the rent up to August 30, 2022, which he submitted is the deemed termination date. This evidence was not contested by the Tenant.
9. Based on the evidence provided by the parties, I find that the Tenant vacated the rental unit on August 19, 2021, when the Landlord found the unit vacant. The Tenant was served with a notice of termination by the Landlord, and she vacated the rental unit as a result. The requirement to provide proper notice of termination as per section 37 of the Act is specific to cases where the tenant decides to leave voluntarily. In the present case, the Tenant left after being served with a notice of termination issued by the Landlord. Therefore, the date the Landlord reclaim vacant possession of the rental unit on August 19, 2021, is the termination date of the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on August 19, 2021, the date the Tenants returned vacant possession of the rental unit to the Landlord.
2. The Tenants shall pay to the Landlord \$13,113.56*, which represents the amount of rent owing and compensation up to August 19, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing* on or before October 28, 2022, the Tenants will start to owe interest. This will be simple interest calculated from October 29, 2022, at 4.00% annually on the balance outstanding.

October 17, 2022
Date Issued



Poeme Manigat
Member, Landlord and Tenant Board

Central-RO
3 Robert Speck Pkwy, 5th Floor
Mississauga ON L4Z2G5

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: CEL-00751-21

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	June 1, 2020 to June 3, 2021	\$11,145.07
Less the amount the Tenants paid to the Landlord		-\$1,400.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	June 4, 2021 to August 19, 2021	\$5,569.41
Less the rent deposit:		-\$2,200.00
Less the interest owing on the rent deposit:	January 1, 2021 to June 3, 2021	-\$0.92
Amount owing to the Landlord on the order date: (total of previous boxes)		\$13,113.56
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$13,299.56