



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-00275-21

In the matter of: 15 GOLDING AVENUE
BRAMPTON ON L6W1M5

Between: Donald Geddes Landlords
Doreen Geddes

and

Alysha Tarnawski Tenant

Donald Geddes and Doreen Geddes (the 'Landlords') applied for an order to terminate the tenancy and evict Alysha Tarnawski (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 30, 2021. The Landlords' Legal Representative, K. Draycott, attended the hearing on behalf of the Landlords. The Tenant attended the hearing.

Determinations and reasons:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from February 1, 2021 to May 31, 2021. Because of the arrears, the Landlords served a Notice of Termination effective May 11, 2021.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant did not make any payments to the Landlord after the application was filed.
4. The monthly rent was \$2,300.00.
5. The parties agree that the Tenant vacated the rental unit on May 31, 2021.
6. The dispute in this proceeding pertains to the issue of a rent deposit and specifically, whether the Landlords are holding a last month's rent deposit.

Landlords' evidence

7. The Landlords claimed that the Landlords are not holding a last month's rent deposit, and that the Tenant owed \$40.00 for the month of February 2021 and the full rent for the

months of April 2021 and May 2021 as arrears, as the Tenant had not made any payments to the Landlords on those months.

Tenant's position

8. The Tenant moved into the rental unit on July 1, 2020.
9. The Tenant agreed that she owed \$40.00 in arrears for the month of February 2021 and the entire monthly rent for the month of April 2021. The Tenant also agreed that she owed the application filing fee to the Landlords, as she was in some arrears of rent on the date the application was filed.
10. The Tenant disputed that she owed the Landlords rent arrears for the month of May 2021, as she claimed that the Landlords were holding a last month's rent deposit, and that this deposit ought to be applied to May 2021.
11. The Tenant testified that the rent for August 2020 had been waived by the Landlords as compensation for the Landlords having to do some repairs at the rental unit at that time. The Tenant alleged that this 'work' was supposed to have been completed before the Tenant moved into the unit in July 2020 but had not been completed, and as such, the Landlords had agreed to waive the rent for the month of August 2020. The Tenant stated that the payment that had been made to the Landlords by Ontario Works ('OW'), a social assistance agency, on behalf of the Tenant, in August 2020 was actually intended to be a last month's rent deposit.
12. The Tenant testified that there was no written agreement or documentary evidence about the interaction between the parties about the alleged waiver of rent for August 2020. The Tenant stated that one of the Landlords was her child's grandfather and as such, they had amicable relations at the time.
13. In response to the Tenant's oral testimony, the Landlords filed, as evidence with the Board, a copy of an email correspondence between the Tenant and the Landlords' Agent, S. Vaz, dated April 19, 2021. The Tenant agreed that she did have this email correspondence with the Landlords' Agent.
14. I have reviewed the email correspondence. In this email, the Tenant writes that the Landlords received \$2,300.00 for the month of August 2020 from OW directly. There is no mention of a rent waiver for the month of August 2020 or that the payment was intended as a rent deposit. I note that there is also no documentary evidence whatsoever to corroborate the Tenant's claim regarding a rent waiver or a last month's rent deposit.
15. As such, on a balance of probabilities, I find that the Tenant owes the Landlords outstanding rent for the month of May 2021.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2021.

2. The Tenant shall pay to the Landlords \$4,684.18*, which represents the amount of rent owing and compensation up to May 31, 2021.
3. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
4. Any payments made by the Tenant to the Landlords regarding this tenancy since the date of the hearing shall be deducted from the overall outstanding amount.
5. If the Tenant does not pay the Landlords the full amount owing* on or before November 2, 2021, the Tenant will start to owe interest. This will be simple interest calculated from November 3, 2021 at 2.00% annually on the balance outstanding.

October 22, 2021
Date Issued



Arnab Quadry
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-00275-21

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	February 1, 2021 to May 11, 2021	\$3,171.78
Plus compensation: (from the day after the termination date in the Notice to the date the unit was vacated)	May 12, 2021 to May 31, 2021	\$1,512.40
Amount owing to the Landlords on the order date: (total of previous boxes)		\$4,684.18
Additional costs the Tenant must pay to the Landlords:		\$186.00
Total the Tenant must pay the Landlords as the tenancy is terminated:		\$4,870.18

2021 CanLII 139839 (ON LTB)