



Order under Subsection 87(1)
Residential Tenancies Act, 2006

File Number: CEL-98347-21

In the matter of: 3 BEDROOM UPPER UNIT, 2963 WINDJAMMER
ROAD
MISSISSAUGA ON L5L1S8

Between: Andriy Krykunenko Landlord

and

Hanan Wasili Tenants
Youssef Soliman

Andriy Krykunenko (the 'Landlord') applied for an order requiring Youssef Soliman and Hanan Wasili (the 'Tenants') to pay the rent that they owe. The Landlord also claimed NSF cheque charges and related administration charges.

This application was heard by video conference on October 25, 2021. Only the Landlord attended the hearing. As of 10:08 a.m. the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board.

Preliminary Issues:

The application is amended to include December 2020 and February 2021 rent owed.

The Landlord claimed NSF cheque charges, but the charges were not substantiated; therefore, the claim was denied.

Determinations:

1. The Tenants did not pay the total rent they were required to pay for the period from December 1, 2020 to February 28, 2021. The rent arrears owing to February 28, 2021 are \$6,270.00.
2. On December 24, 2020, the Tenants informed the Landlord of their intention to vacate the rental unit on January 31, 2021. The Tenants vacated the rental unit on January 16, 2021 and were in possession of the unit on the date the application was filed.
3. The Landlord testified that he started showing the unit to prospective Tenants in December 2020 but was unable to re-rent the unit until March 1, 2021.
4. For the Tenants to lawfully terminate the tenancy, they had to give a notice of termination in accordance with section 44 and 47 of the Residential Tenancies Act, 2006. Those


sections state that a Tenant who intends to terminate a tenancy shall give a Notice of Termination to the Landlord at least 60 days before the date the termination is specified to be effective. In this case, the earliest date that the Tenants could have terminated the tenancy was February 28, 2021.

5. As the Tenants moved out of the rental unit without first giving a valid Notice of Termination, they terminated the tenancy in a manner that is not in accordance with the Act. However, section 16 of the Act provides that when a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses.
6. In this case, the Landlord had a duty to minimize the loss arising from the Tenants' breach and in the absence of any other evidence, I am satisfied that the Landlord showed the unit to prospective Tenants while the Tenants were still in possession of the unit and was not successful until March 1, 2021. Therefore, the Tenants will be ordered to pay the rent for December 2020, January, and February 2021.
7. The lawful monthly rent was \$2,090.00.
8. The Tenants have made no payments since the application was filed.
9. The Tenants also owe the Landlord \$201.00 for the cost of filing the application.
10. The Landlord collected a rent deposit of \$2,090.00 from the Tenants. This deposit is still being held by the Landlord and will be offset against the amount owing.
11. Interest on the rent deposit \$95.34 is owing to the Tenant for the period from October 1, 2018 to December 31, 2020.

It is ordered that:

1. The tenancy is terminated as of February 28, 2021.
2. The Tenants shall pay to the Landlord \$4,084.66, which represents the amount of rent owing up to February 28, 2021, less the rent deposit and interest the Landlord owes on the deposit.
3. The Tenants shall also pay to the Landlord \$201.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before December 4, 2021, the Tenants will start to owe interest. This will be simple interest calculated from December 5, 2021 at 2.00% annually on the balance outstanding.

November 5, 2021
Date Issued



Jitewa Edu
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.