



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

Citation: Mirsaeedi v Cianfarani, 2024 ONLTB 389

Date: 2024-01-05

File Number: LTB-L-
064069-22

In the matter of: 20 CREW CRT
BARRIE ON L4N5S4

Between: Babak Mirsaeedi and Sadat Afshar Imani

Landlords

And

Leann Cianfarani, Jenoi Latouche and Keysean
Francis

Tenants

Babak Mirsaeedi and Sadat Afshar Imani (the 'Landlords') applied for an order to terminate the tenancy and evict Leann Cianfarani, Jenoi Latouche and Keysean Francis (the 'Tenants') because:

- The Tenants did not pay the rent that the Tenants' owed (L1 application);
- the Tenants have been persistently late in paying the Tenants' rent. (L2 application)

This application was heard by videoconference on December 7, 2023.

The Landlord, Babak Mirsaeedi, and the Landlord's Legal Representative, Ashley Friel, attended the hearing.

As of 11:00 am, the Tenants were 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:

Preliminary matter:

1. At the hearing, the Landlord advised that the Tenants have moved out, and thus, the Landlord requested the consent of the Board to withdraw the Landlord's L2 application. The Landlord sought an order for arrears only for its L1 application.

2. The Landlord's Legal Representative asserts that the Tenants had not provided 60 day notice before the termination date to the Landlords, in accordance with subsection 44(2) of the Residential Tenancies Act (the 'Act'). As such, she believes the Landlords should be entitled to two additional months of rent owing, from the date the Tenants vacated the unit on January 14, 2023.
3. The Board's Interpretation Guideline 11 establishes that if a Tenant vacated the unit after the L1 application was filed, the Tenant would have to pay rent arrears up until the date the tenancy ended. It is noted that the 60 day notice applies when a Tenant indicates they want to vacate the unit. Here, an N4 notice was served by the Landlords to the Tenants, which had a termination date. As such, the Tenants are seen to have vacated due to being served this notice. As such, the 60 notice period of the Act is not applicable and the rent arrears will be calculated to the date the Tenants vacated the unit.

L2 Application:

1. I consent to the withdrawal of the Landlord's L2 application.

L1 Application:

2. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
4. The Tenants vacated the rental unit on January 14, 2023. Rent arrears are calculated up to the date the Tenants vacated the unit.
5. The lawful rent is \$3,300.00. It was due on the 1st day of each month.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to January 14, 2023 are \$18,838.86.
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 \$3,300.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit in the amount of \$44.37 is owing to the Tenants for the period from November 1, 2021 to January 14, 2023.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of January 14, 2023, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$15,680.49. The Tenants owe the Landlords rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before January 16, 2024, the Tenants will start to owe interest. This will be simple interest calculated from January 17, 2024 at 7.00% annually on the balance outstanding.

January 5, 2024

Date Issued

Justin Leung

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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$18,838.86
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$44.37
Less the amount the Landlords owe the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlords	\$15,680.49