



**Order under Section 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006**

Citation: Javadian v Larch, 2024 ONLTB 11291

Date: 2024-02-13

File Number: LTB-L-010063-23

In the matter of: 1863 Leclair Cres. Orleans
ON K1E3R8

Between: Sohrab Javadian Landlord

And

Suzanne Larch Tenants
Mohammad Zafari

Sohrab Javadian (the 'Landlord') applied for an order to terminate the tenancy and evict Suzanne Larch and Mohammad Zafari (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 application)
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises (L2 application).

The Landlord also applied for an order requiring (L2 application):

- The Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.
- The Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.
- The Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the

Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 22, 2024.

Only the Landlord attended the hearing.

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:

L1 application

1. The Landlord 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.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on August 31, 2023. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$1,800.00. It was due on the 1st day of each month.
5. The Tenants has paid \$3,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2023 are \$9,900.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,500.00 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.
9. Interest on the rent deposit, in the amount of \$151.95 is owing to the Tenants for the period from June 1, 2017 to August 31, 2023.

L2 application

10. As the Tenants have already vacated the rental unit, the Landlord's application for termination of the tenancy on the basis of substantial interference and undue damage is moot and will not be considered.
11. The Landlord's claim for compensation made in the L2 application is considered below.

Undue damage to property/Tenants' conduct

12. While the Landlord has indicated on the L2 application that they are seeking compensation for damage to the rental unit and out-of-pocket expenses related to conduct that constitutes substantial interference. In the boxes intended for the Landlord to identify how much compensation is being claimed the Landlord indicated "\$0.00" for both claims.
13. I explained to the Landlord the maximum amount I could award for those claims are \$0.00, as this is the amount claimed. The Landlord was provided an opportunity to adjourn the matter and amend the application.
14. The Landlord chose to not proceed with those claims.

Unpaid utility bills

15. The Landlord testified that the Tenants signed a lease agreement indicating the Tenants were responsible to pay for the monthly utility bills associated with the unit.
16. I allowed post-hearing submissions for the Landlord to provide a copy of the lease to corroborate the Tenants requirement to pay for utilities.
17. The Landlord provided a copy of the lease signed between the parties on June 21, 2017. The lease states:
 - a. The tenant is responsible for the payment of all utilities in relation to the property.
18. I am satisfied the Tenants were responsible to pay for the utilities associated with the unit, including the water bills.
19. The Landlord provided water utility bills for the rental unit address and bank receipts to prove the Landlord paid the amount to the City of Ottawa due to the Tenants' failure to make the required payments:
 - a. Amount due date: May 11, 2022. Landlord paid \$500.00 on May 24, 2022.
 - b. Notice date: July 28, 2022. Landlord paid \$1,452.98 on August 26, 2022.
 - c. Amount due date: November 3, 2022. Landlord paid \$727.74 on January 16, 2023.
 - d. Notice date: March 23, 2023. Landlord paid \$334.92 on April 11, 2023.
 - e. Amount due date: October 9, 2023. The Landlord paid \$914.88 on October 3, 2023.
 - f. A confirmation page from the City of Ottawa water bill payment portal dated January 18, 2024 showing the Landlord paid \$169.80 for the account number associated with the rental address.
20. The Landlord claimed \$2,680.72 in utility costs on the application (subparagraph a-c of the previous paragraph). Since filing the application, the Landlord incurred another \$1,419.60 in utility bills (subparagraph d-f of the previous paragraph). The total amount for utility costs claimed now by the Landlord are \$4,100.32.
21. I am satisfied, based on the documentary evidence provided by the Landlord, that the Landlord incurred the total costs of \$4,100.32 due to the Tenants' nonpayment of water bills.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of August 31, 2023, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$12,534.37. This amount includes:
 - a. \$8,248.05 - Rent arrears owing up to the date the Tenants moved out of the rental unit. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants.
 - b. \$186.00 – Cost of filing the application.
 - c. \$4,100.32 – Utility costs. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants does not pay the Landlord the full amount owing on or before February 24, 2024, the Tenants will start to owe interest. This will be simple interest calculated from February 25, 2024 at 7.00% annually on the balance outstanding.

February 13, 2024

Date Issued

Elena Jacob

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	\$12,900.00
Application Filing Fee	\$186.00
Unpaid utility charges owing by the Tenants	\$4,100.32
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,000.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$151.95
Total amount owing to the Landlord	\$12,534.37