



Order under Sections 87 and 89 Residential Tenancies Act, 2006

Citation: Cheng v Aujla, 2023 ONLTB 77199

Date: 2023-11-30 **File**

Number: LTB-L-012538-23

In the matter of: 840 Ellrose Avenue
Windsor Ontario N8Y3W7

Between: Wei-Liang Allen Cheng Landlord

And

Sumeet Singh Aujla Former Tenants
Akashdeep Randhawa
Nimardeep Kaur
Palwinder Kaur
Birkanwal Singh

Wei-Liang Allen Cheng (the 'Landlord') applied for an order requiring (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on November 16, 2023.

The Landlord, the Landlord's Legal Representative, Yun Tao Li, and the Former Tenant's Legal Representative, Yuvraj Bullar representing only the Former Tenant Sumeet Singh Aujla, attended the hearing.

As of 11:07 a.m., the other Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing on any of their parts. As a result, the hearing proceeded accordingly.

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Determinations:

1. As explained below, the Landlord partially proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants must pay the Landlord **\$4,101.00** by December 11, 2023.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. The Former Tenants vacated the rental unit on August 31, 2022.
4. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent and daily compensation owing

5. The lawful monthly rent was \$1,950.00. It was due on the 1st day of the month.
6. Based on the rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: monthly rent x 12 months, divided by 365 days.
7. The Former Tenants vacated on August 31, 2022, without giving the Landlord the proper 60-day notice as required by *the Residential Tenancies Act, 2006* (the 'Act'). The Former Tenants gave their notice to the Landlord on August 8, 2022. As a result, the Former Tenants are responsible for the rent until October 31, 2022, as per the Act.
8. The Landlord collected a last month's rent deposit of \$1,950.00 on September 1, 2021. This last month's rent deposit will be applied to the month of October 2022 which is the last month of rent that the Former Tenants are responsible for.
9. The Former Tenants have not made any payments since the application was filed.

10. The Former Tenants also did not pay the rent for August 2022 and September 2022 and as a result the Former Tenants have \$3,900.00 of rent arrears still owing to the Landlord.
11. The Landlord did state that due to the state of the rental unit and the damages that needed repairing, the Landlord could not re-rent the unit until the repairs were made. The Landlord advertised the rental unit in October 2022 and had it re-rented by February 2023.

Compensation for damage

12. The Landlord's Legal Representative presented into evidence the Landlord's claim of \$8,000.00 of alleged damages committed by the Former Tenants. The Landlord's evidence included a list of charges and corresponding pictures, but no actual receipts for any materials purchases or any work done by actual contractors. The 2 invoices by Enjoy Canada Consulting did not actually add up and did not contain any details of any work that was done.

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13. The Tenant's Legal Representative also presented pictures of some of the same damages that the Landlord presented, only that these pictures were taken back when the Tenants first moved in. The Former Tenant's Legal Representative explained that the damages that the Landlord is claiming were damages that had occurred to the rental property before the Former Tenants had taken possession of the property.
14. When analysing the entirety of the Landlord's damage claim, it is of note, that the Landlord's evidence did not contain any actual receipts that correspond with any of the monetary claims in the Landlord's evidence on page one. All of the Landlord's claims ended in a zero which also raises a red flag. It does appear that the Landlord had estimated costs without actually being able to justify them.
15. Therefore, given the uncertainty of the Landlord's damage claim expenses, I cannot award any claim for compensation regarding the alleged damages.
16. The Landlord also incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenants shall pay to the Landlord **\$3,900.00**, which represents rent and compensation owing up to October 31, 2022.
2. The Former Tenants shall also pay to the Landlord **\$201.00** for the cost of filing the application.

3. The total amount the Former Tenants owe the Landlord is **\$4,101.00**.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before December 11, 2023, the Former Tenants will start to owe interest. This will be simple interest calculated from December 12, 2023, at 7.00% annually on the balance outstanding.

November 30, 2023

Date Issued

Michael Di Salle

Member, Landlord and Tenant Board

15 Grosvenor Street, 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.