



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

Citation: Pakbin v Deshevy, 2023 ONLTB 76536

Date: 2023-11-28

File Number: LTB-L-080113-22

In the matter of: 1540 HUMMINGBIRD CRT
PICKERING ON L1V7H8

Between: Hossein Pakbin Landlord

And

Jannah Liyanne Deshevy Tenants
Cory Quanduk

2023 ONLTB 76536 (CanLI)

Hossein Pakbin (the 'Landlord') applied for an order to terminate the tenancy and evict Jannah Liyanne Deshevy and Cory Quanduk (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Hossein Pakbin (the 'Landlord') also applied for an order requiring Jannah Liyanne Deshevy and Cory Quanduk (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.

This application was heard by videoconference on November 14, 2023.

Only the Landlord attended the hearing.

As of 9:38 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:

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants vacated the rental unit on October 16, 2023.

N8 Notice of Termination

3. On January 5, 2023, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains the allegation that the Tenants had paid their rent persistently late.
4. The Landlord testified that on October 16, 2023, Tenants vacated the unit. As a result, the portion of the Application based on the N8 Notice is moot as the tenancy terminated on the date the Tenants vacated the unit pursuant to the Notice.

Unpaid utilities costs

5. The Landlord provided evidence of unpaid utilities as claimed in the L2 Application. Copies of the 5 unpaid Water and Sanitary Sewer Bills from the Municipality of Durham in relation to the tenancy address of 1540 Hummingbird Court, Pickering, ON, were entered into evidence. The total amount owing is \$1,912.33 from September 6, 2022, to September 5, 2023. (Exhibit 1).
6. The Landlord provided uncontested evidence that the Tenants are responsible to pay the water costs under the terms of the lease.
7. On the basis of the uncontested evidence, I find that the Tenants failed to pay the water costs that they were required to pay under the terms of the tenancy agreement. I also find that the Landlord has incurred reasonable out-of-pocket expenses of \$1,912.33 as a result of the Tenants' failure to pay the water costs.
8. The Tenant will be ordered to pay these costs.

Compensation for Damage to the Rental Unit

9. The Landlord testified that the Tenants vacated the rental unit on October 16, 2023. The Landlord filed an amended L2 application on November 7, 2023, requesting consent of the Board to amend their application to include a new claim for compensation for damages to the residential unit, which was discovered after the Tenants vacated the unit.
10. The Landlord also requested to amend the application to seek outstanding rental arrears.
11. These claims cannot be heard as part of this application as the claim for damages and rent arrears were not made until after the Tenants had vacated the rental unit and were not served on the Tenants as part of the original claim made.
12. The service of the amended L2 application on November 7, 2023, does not meet the requirements of proceeding with a claim against a former Tenant for damages or rent arrears. The Landlord's filing of an amended L2 application does not provide the 30 days notice as required under the Board's Rule #5 of the *Rules of Procedure*, and the Landlord did not have proof of service upon the Tenants of the new claims at their new address.
13. Once the Tenants have vacated a rental unit, the Landlord may apply under section 87 of the *Residential Tenancies Act, 2006* (the 'Act') for rental arrears and section 89 of the Act for damages on an L10 Application to Collect Money a Former Tenant Owes. This was not done and the L2 application cannot be amended to include these claims. I find that the

Tenants have not been properly served with these claims. The Landlord's request to amend the L2 application is therefore denied.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of October 16, 2023, the day the Tenants vacated the rental unit.
2. The Tenants shall pay to the Landlord \$1,912.33, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 10, 2023, at 7.00% annually on the balance outstanding.

November 28, 2023

Date Issued

Brenda Mercer

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.