



Order under Section 87 Residential Tenancies Act, 2006

Citation: Chohan v Amadio, 2023 ONLTB 69613

Date: 2023-10-24

File Number:
LTB-L-012064-23

In the matter of: Lower, 5283 Hennepin Crescent Niagara
Falls Ontario L2G2Z8

Between: Harjinder Chohan Landlord

And

Katelynn (Katy) Amadio Former Tenant

Harjinder Chohan (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on October 12, 2023. The Landlord's Legal Representative, M. Joudrey, and the Tenant attended the hearing. The Tenant's witness, J. Keringan (JK), also attended the hearing briefly.

Preliminary Issue:

The Tenant intended to raise issues pursuant to section 82 of the Residential Tenancies Act, 2006. However, neither the Board nor the Landlord were informed prior to the hearing. The Landlord's Legal Representative was not prepared to respond to the Tenant's claims. The Tenant, despite multiple correspondence with the Landlord's Legal Representative prior to the hearing, did not indicate there were issues to be raised at the hearing. As a result, the issues were not considered.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord's request is granted.
2. The Landlord claimed the Tenant vacated the unit on April 28, 2022, when they found the unit vacant while the Tenant argued that she vacated the unit on January 15, 2022.
3. The Tenant testified that on December 15, 2021, she informed the Property Manager, that she would vacate the unit and leave the keys in the mailbox on January 15, 2021. The Tenant no longer had the text messages but stated that she did vacate the unit and leave the keys in the mailbox.
4. In support of the claim that she moved into her current unit on January 15, 2022, the Tenant called her current Landlord, JK, as a witness. JK corroborated the Tenant's evidence.
5. In the absence of any other convincing evidence to the contrary, I find that the Former Tenant vacated the rental unit on January 15, 2022.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
7. The lawful rent was \$1,250.00. It was due on the 15th day of each month.
8. The Former Tenant has not made any payments since the application was filed.
9. The Former Tenant is no longer in possession of the rental unit. For the Tenant to lawfully terminate the tenancy, the Tenant 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 Tenant could have terminated the tenancy was February 14, 2022.
10. The tenancy was not lawfully terminated in accordance with a valid notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on February 14, 2022.
11. The rent arrears and daily compensation owing to February 14, 2022 are \$8,575.00.
12. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,100.00 from the Former Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the last rental period of the tenancy.
16. Interest on the rent deposit, in the amount of \$1.63 is owing to the Former Tenant for the period from July 15, 2020 to February 14, 2022.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$8,575.00, which represents rent and compensation owing up to February 14, 2022.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The Landlord owes \$1,101.63 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$7,674.37*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before February 29, 2024, the Former Tenant will start to owe interest. This will be simple interest calculated from March 1, 2024 at 7.00% annually on the balance outstanding.

2023 ONLTB 69613 (CanLI)

October 24, 2023

Date Issued

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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.

* Refer to the attached Summary of Calculations.

**Schedule 1 SUMMARY
OF CALCULATIONS**

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To February 14, 2022	\$8,575.00
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,101.63
Total amount owing to the Landlord	\$7,674.37