



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

Citation: Karendeep v Leger, 2023 ONLTB 58011

Date: 2023-08-25

File Number: LTB-L-028509-23

In the matter of: 871 EDINBURGH DR
WOODSTOCK ON N4T0N6

Between: Karendeep K Batth Landlord

And

Nicholas Leger Tenants Brandy Schaafsma

Karendeep K. Batth (the 'Landlord') applied for an order to terminate the tenancy and evict Nicholas Leger and Brandy Schaafsma (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 15, 2023.

The Landlord Karendeep K. Batth and the Landlord's Legal Representative Anjur Mandur the Tenants Nicholas Leger and Brandy Schaafsma attended the hearing

Determinations:

1. At the hearing the Landlord relied on oral submissions and referred to documents to support their application. The Tenants were also given an opportunity to provide submissions and evidence.
2. 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.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. The Landlord's evidence was they received notification from the neighbour that the Tenants moved out of the rental unit on July 21, 2023. A few days later the Landlord attended the rental unit and confirmed the unit was vacant. The Tenants evidence was they vacated the rental unit on June 15, 2023.

5. I asked the Tenants if they notified the Landlord they had vacated the rental unit and they replied they had left a voicemail message. They estimated the message was left for the Landlord “half a week” before they moved out. The Tenants evidence was they had not returned the keys to the rental unit because they were waiting to hear back from her.
6. The Landlord’s Legal Representative cited email exchanges between himself and the Tenant, Mr. Leger, that took place on June 9, 2023. No mention of their intent to vacate on June 15, 2023 was mentioned. The Tenants did not dispute this.
7. The Tenants stated they had found a new home by June 15, 2023 and it would make no logical sense to maintain the rental unit after having signed a new lease elsewhere. The Tenants further stated the expedited hearing granted to the Landlord for this application affected their ability to obtain and submit documents in support of their position. I noted the Board emailed the Notice of Hearing to both Tenants at their separate emails on June 17, 2023 however the Tenants stated they did not receive these emails. The Board’s records do not indicate either email was undelivered.
8. Nevertheless, I asked the Tenants to send the Board a copy of the new lease they said they had signed. The Tenants were unable to find it and forward it to the Board.
9. The Landlord, in an effort to reach an agreement with the Tenants, stipulated they would agree the Tenants vacated the rental unit on July 15, 2023.
10. Based on the evidence, I am not convinced on a balance of probabilities the Tenants vacated the rental unit on June 15, 2023. No keys were returned to the Landlord and no evidence was presented showing they had taken up residence elsewhere by that date. As a result, I find the Tenants vacated the rental unit on July 15, 2023 as conceded by the Landlord.
11. Rent arrears are calculated up to the date the Tenant vacated the unit.
12. The lawful rent was \$2,400.00. It was due on the 1st day of each month.
13. The Tenants have not made any payments since the application was filed. The Tenants claimed they had made payments to the Landlord however, the date they claimed to have made a payment was prior to the filing of the application.
14. The rent arrears owing to July 15, 2023 are \$10,833.50.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,400.00 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.
17. Interest on the rent deposit, in the amount of \$53.21 is owing to the Tenants for the period from April 10, 2022 to July 15, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of July 15, 2023, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$8,566.29. This amount includes 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 Landlord owes 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 Landlord the full amount owing on or before September 5, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 6, 2023 at 6.00% annually on the balance outstanding.

August 25, 2023

Date Issued

John Cashmore

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	\$10,833.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$53.21
Total amount owing to the Landlord	\$8,566.29