



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-043522-22-RV

In the matter of: MAIN, 196 RANDOLPH PLACE
WINDSOR ON N9B2T3

Between: 1912802 ONTARIO INC. Landlord

And

JESSICA ABUGOV Tenants
LEONELLA KOVALEVSKY

Review Order

1912802 ONTARIO INC. (the 'Landlord') applied for an order requiring JESSICA ABUGOV and LEONELLA KOVALEVSKY (the 'Tenants') to pay the rent that the Tenants owe.

This application was resolved by order LTB-L-043522-22 issued on January 17, 2023.

On February 17, 2023, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 17, 2023 interim order LTB-L-043522-22-RV-IN was issued, staying the order issued on January 17, 2023.

This request to review was heard in by videoconference on June 1, 2023.

Only the Landlord attended the hearing.

As 1:15 p.m., the Tenants were not present or represented at the hearing, although properly served with the notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

The Request to Review

1. The Landlord's Legal Representative C.C. claims that she was unable to attend the hearing of this application on September 12, 2022 because she did not receive the Notice of Hearing by either mail or by email, despite being listed on the application as the Landlord's representative.
2. Additionally, she submits, she would have not been able to attend due to her health at the time. C.C.'s doctor recommended that she take a medical leave of absence from work between September 12, 2022 and October 31, 2022. C.C. presented a letter from her doctor dated September 12, 2022 in support of this claim.



3. On the basis of the evidence presented and the submissions made, I am satisfied that the Landlord's Legal Representative were not reasonably able to participate in the proceeding. The request to review is granted.

The L9 Application

4. The Tenants did not pay the total rent they were required to pay for the period from February 1, 2022 to February 28, 2022.
5. The lawful rent is \$1,500.00. The parties had entered into a fixed-term lease agreement commencing on September 1, 2021 and ending on August 31, 2022.
6. The Tenants have not made any payments since the application was filed.
7. It is uncontested that the Tenants moved out of the rental unit on March 15, 2022.
8. The rent arrears owing to March 15, 2022 are \$2,250.00.
9. The Landlord is seeking an order pursuant to section 88 of the *Residential Tenancies Act, 2006*, (the 'Act') for compensation for rent owing to August 31, 2022. C.C. submits that the Tenants did not move out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy.
10. I must consider whether the Tenants' obligation to pay rent ends on August 31, 2022. Based on the evidence, I am satisfied on the balance of probabilities that the tenancy was not lawfully terminated and that the Tenants' obligation to pay rent ended on August 31, 2022.
11. I must also consider whether the Landlord mitigated their financial losses by attempting to re-rent the vacant unit to new tenants without delay.
12. Section 16 of the *Act* states:

When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses.
13. The Landlord presented copies of listings of the unit, as advertised on Kijiji on: March 15, 2022, April 1, 2022, April 26, 2022, July 1, 2022 and August 1, 2022. While the documentary evidence was lacking in necessary detail, such as the address of the advertised unit and amount of rent charged, I accept the Landlord's evidence that the Landlord advertised the unit but experienced challenges in re-renting the unit during this period.
14. I find that the Landlord took action in a timely manner to reasonably mitigate their losses as required by section 16 of the *Act*.
15. The arrears owing to August 31, 2022 are \$10,500.00.
16. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$1,500.00 from the Tenants and this deposit is still being held by the Landlord.



It is ordered that:

1. The request to review order LTB-L-043522-22 issued on January 17, 2023 is granted.
2. The interim order issued on February 17, 2023 is cancelled.
3. Order LTB-L-043522-22 is cancelled and replaced with the following.
4. The Tenants shall pay to the Landlord \$9,201.00. This amount includes rent arrears owing up to August 31, 2022, minus the last month's rent deposit.
5. If the Tenants do not pay the Landlord the full amount owing on or before July 21, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 22, 2023 at 6.00% annually on the balance outstanding.

July 10, 2023
Date Issued

Elle Venhola
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.