



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

Citation: Hadi Tjoe v Ken Lynch, 2023 ONLTB 42122

Date: 2023-06-05

File Number: LTB-L-058751-22

In the matter of: 7 EAST 21ST ST
HAMILTON ON L8V2T3

Between: Hadi Tjoe Landlord

And

Ken Lynch and Tyler Buchanan Tenants

Hadi Tjoe (the 'Landlord') applied for an order to terminate the tenancy and evict Ken Lynch and Tyler Buchanan (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

This application was heard by videoconference on April 19, 2023.

Only the Landlord's legal representative, P. Startek, attended the hearing.

As of 9:47 a.m., 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 moved out of the rental unit on December 6, 2022, and the tenancy terminated at that time. Consequently, the Landlord withdraws their L2 application.
2. The Tenants cashed the cheque for the equivalent of one month's compensation owed by the Landlord to the Tenants pursuant to section 48.1 of the *Residential Tenancies Act, 2006* (the 'Act').
3. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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.
4. The Tenants were in possession of the rental unit on the date the application was filed.

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5. The Tenants vacated the rental unit on December 6, 2022. Rent arrears are calculated up to the date the Tenants vacated the unit.
6. The lawful rent is \$1,600.00. It was due on the 1st day of each month.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to December 6, 2022 are \$5,115.60.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

It is ordered that:

1. The Landlord's L2 application is withdrawn.
2. The tenancy between the Landlord and the Tenants is terminated as of December 6, 2022, the date the Tenants moved out of the rental unit
3. The Tenants shall pay to the Landlord \$5,301.60. 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. See Schedule 1 for the calculation of the amount owing.
4. If the Tenants do not pay the Landlord the full amount owing on or before June 16, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 17, 2023 at 6.00% annually on the balance outstanding.

June 5, 2023

Date Issued

Nancy Morris

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	\$5,115.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$5,301.60

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