



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

**Citation:** MEDALLION CORPORATION v RONALD KALANI, 2023 ONLTB 39423

**Date:** 2023-05-25

**File Number:** LTB-L-006617-23

**In the matter of:** 904, 555 SHERBOURNE STREET  
TOTONTO ONTARIO M4X1W6

**Between:** Medallion Corporation Landlord

**And**

Hilda Sharon Amaal Tenants  
Ronald Kalani

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Hilda Sharon Amaal and Ronald Kalani (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 8, 2023. The Landlord's agent Yvonne York and legal representative Samuel Korman, the Tenant Hilda Sharon Amaal and the Tenant's legal representative Daniel English attended the hearing.

**Determinations:**

Possession of rental unit:

1. The Tenant does not dispute that on November 11, 2022 the Landlord served a valid N4 notice of termination for non-payment of rent or that there was \$2,615.00 in arrears of rent owing when the Landlord filed the L1 application. What's in dispute is whether or not the Tenants are still in possession of the rental unit and whether they should be responsible for arrears of rent owing beyond February 28, 2023.
2. For the reasons set out below, I find that the tenancy terminated on February 28, 2023 and as such, the Tenants only owe arrears to this date.
3. The parties agree that the tenancy commenced on March 1, 2022 and that on or about December 28, 2022 the Tenant Hilda Sharon Amaal served to the Landlord a N9 notice with a termination date of February 28, 2023. Both Tenants signed this notice.
4. The Tenant Hilda Sharon Amaal testified at the hearing that the Tenants have not resided in the rental unit since February 28, 2023, but that her friend and occupant who has resided in the rental unit since the commencement of the tenancy has refused to vacate despite the Tenant's demands.
5. The Landlord's agent Yvonne York is employed as a senior property manager for the Landlord and confirmed that the Tenants advised the Landlord that they have vacated the rental unit and that the occupant was refusing the leave.

6. The Landlord argued that the Tenants did not surrender vacant possession of the rental unit as their permitted occupant still resides in the unit and because the Tenants did not return all keys to the Landlord. The Landlord further argues that the Tenant's N9 notice of termination is defective as it does not list the full address of the rental unit, in particular, the city, province and postal code are missing. I disagree with the Landlord's argument.
7. The Landlord's agent acknowledged the Tenants submitting a N9 notice of termination with a vacate date of February 28, 2023 and the Tenants uncontested evidence is that they haven't resided in the rental unit since this date. The fact that an occupant may be continuing to reside in the rental unit does not render the Tenants to still be in possession of the unit, especially considering that the Tenants have vacated and attempted to remove the occupant themselves. The current occupant is perhaps best described as a squatter or unauthorized occupant who has no lawful right to continue to occupy the rental unit after the tenancy terminated.
8. Regarding the Landlords argument that the N9 notice of termination is defective because it does not list the full address of the rental unit, section 43(1) of the Act states:

**43** (1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

- (a) identify the rental unit for which the notice is given;
  - (b) state the date on which the tenancy is to terminate; and
  - (c) be signed by the person giving the notice, or the person's agent.
9. The Tenant's N9 notice identifies the rental unit as 555 Sherbourne Street, Apt 904. The wording of section 43(1) of the Act is clear that the notice must identify the rental unit, the Act does not require that the full address (city, province and postal code) be included in the notice. I further note that the Landlord served the Tenants with an N4 notice of termination and filed an application to terminate the tenancy prior to the Tenants serving their N9 notice to the Landlord. As such, the Landlord is not permitted to charge the Tenant's additional rent beyond the date the Tenant vacated nor are the Tenants subject to additional rent charges based on an improper notice of termination. This is clearly stated in section 88 of the Act and in the Divisional Court decision *Stamm Investments v Hobbs, 2016 ONSC 6223 (CanLII)*.
  10. As such, I find that the tenancy between the Landlord and the Tenants terminated on February 28, 2023. The removal of the remaining occupant and any rent and/or daily compensation from March 1, 2023 must be subject to a different application before the Board.

Arrears of rent:

11. The Tenants were in possession of the rental unit on the date the application was filed.
12. The Tenants vacated the rental unit on February 28, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
13. The lawful rent is \$2,025.00. It was due on the 1st day of each month.

14. The Tenants have paid \$2,350.00 to the Landlord since the application was filed.
15. The rent arrears owing to February 28, 2023 are \$4,315.00.
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 \$2,025.00 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.
18. Interest on the rent deposit, in the amount of \$50.63 is owing to the Tenants for the period from March 1, 2022 to February 28, 2023.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated as of February 28, 2023, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$2,440.38. 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 June 5, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 6, 2023 at 6.00% annually on the balance outstanding.

**May 25, 2023**  
**Date Issued**

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Fabio Quattrociocchi  
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.

\*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$6,665.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,350.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,025.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$50.63
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$2,440.38</b>

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