



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: 786 HAMDANI LTD v Jarvis, 2023 ONLTB 39811

Date: 2023-05-24

File Number: LTB-L-048976-22

In the matter of: 29, 8729 WILLOUGHBY DR
NIAGARA FALLS ON L2G6X6

Between: 786 HAMDANI LTD Landlord

And

Joseph Murfin and Lindsay Jarvis Tenants

786 HAMDANI LTD (the 'Landlord') applied for an order requiring Joseph Murfin and Lindsay Jarvis (the 'Tenants') to pay the rent that the Tenants owe.

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

Only the Landlord's agent J. Corrigan attended the hearing.

As of 3:00 p.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 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.
2. The Tenants did not pay the total rent they were required to pay for the period from April 1, 2022 to November 30, 2022.
3. The lawful rent is \$906.00. It is due on the 1st day of each month.
4. The Tenants has not made any payments since the application was filed.
5. The Tenants were in possession of the rental unit on the date the application was filed.

- The Tenants vacated the rental unit on November 30, 2022 and are no longer in possession of the rental unit.

Order Page: 1 of 2



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Commission de la location immobilière

2023 ONL TB 39811 (CanLII)

- The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. The Tenants terminated the tenancy on no notice. Despite the Landlord not receiving proper notice for the termination of the tenancy, the Landlord agreed to permit the tenancy to terminate on November 30, 2022 and is only seeking arrears of rent to that date.
- The rent arrears and daily compensation owing to November 30, 2022 are \$7,154.00
- The Landlord collected a rent deposit of \$906 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 is terminated.
- The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

- The Tenants shall pay to the Landlord \$7,340.00. This amount includes rent arrears owing up to November 30, 2022 and the cost of the application minus the rent deposit.
- If the Tenants does not pay the Landlord the full amount owing on or before June 4, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 5, 2023 at 6.00% annually on the balance outstanding.

May 24, 2023

Date Issued

André-Paul Baillargeon-Smith

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.