



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

Citation: Patel v Pereira, 2023 ONLTB 38444

Date: 2023-05-23

File Number: LTB-L-044729-22

In the matter of: 4 KILMARNOCK CRES WHITBY
ON L1P0E8

Between: Royal York Property Management Inc. Landlords
Saeed Patel

And

Ana Sofia Fonseca Pereira, Tenants
Samira Chowdhury
Shahriar Hasian Chowdhury

Royal York Property Management Inc. and Saeed Patel (the 'Landlords') applied for an order to terminate the tenancy and evict Ana Sofia Fonseca Pereira, Samira Chowdhury and Shahriar Hasian Chowdhury (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The initial hearing for this application was held on March 2, 2023 by videoconference, which was adjourned to allow the Tenants time to obtain disclosure. The parties agreed to return on April 27, 2023.

The application was heard by videoconference on April 27, 2023.

At the April 27, 2023 hearing, only the Landlords and Landlord's representative, Shama Rafiq attended the hearing.

As of 10:12 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 Landlords' evidence.

Determinations:

1. The initial hearing of March 2, 2023 was adjourned on the request of the Tenants so that they could have more time to prepare their evidence and submissions. the amount of arrears

was significant and the Landlord objected to the adjournment due to prejudice the adjournment would cause to the Landlord.

2. The Tenants confirmed that they vacated the rental unit on February 13, 2023 but did not notify the Landlord until February 23, 2023. I find that the tenancy between the Landlords and the Tenants is terminated as of February 23, 2023, the date the Tenants notified the Landlord that they had vacated the rental unit. Based on the evidence before me, the arrears would be calculated up to February 23, 2023, and would pose no further prejudice to the Landlord. As such, I granted the adjournment but made it peremptory on the Tenants to be prepared so that the hearing could proceed and be completed without further delay.
3. Having regard to the Board's requirement to be efficient pursuant to section 183 of the *Residential Tenancies Act, 2006* (the 'Act'), both sides have had an adequate opportunity to know the issues and be heard on the matter.
4. The Landlords 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.
5. The Tenants were in possession of the rental unit on the date the application was filed.
6. The Tenants vacated the rental unit on February 23, 2023. Rent arrears are calculated up to the date the Tenants vacated the unit.
7. The lawful rent is \$3,700.00. It was due on the 1st day of each month.
8. The Tenants have paid \$3,700.00 to the Landlords since the application was filed.
9. The rent arrears owing to February 23, 2023 are \$28,697.72.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$3,700.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$94.78 is owing to the Tenants for the period from February 15, 2022 to February 23, 2023.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of February 23, 2023, the date the Tenants moved out of the rental unit

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2. The Tenants shall pay to the Landlords \$25,088.94. 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 Landlords 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 does not pay the Landlords the full amount owing on or before June 3, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 4, 2023 at 6.00% annually on the balance outstanding.

May 23, 2023

Camille Clyne

_____ **Date Issued**

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	\$32,397.72
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$3,700.00
Less the amount of the last month's rent deposit	- \$3,700.00
Less the amount of the interest on the last month's rent deposit	- \$94.78
Total amount owing to the Landlords	\$25,088.94