



**Order under Section 78
Residential Tenancies Act, 2006**

Citation: Andonov v Labao, 2023 ONLTB 35864

Date: 2023-05-10 **File**

Number: LTB-L-067817-22

In the matter of: 2106, 151 BEECROFT RD
NORTH YORK ON M2N7C4

Between: Concert Realty Services Ltd and Daniel Andonov Landlords

And

Jacqueline Labao Tenant

Concert Realty Services Ltd and Daniel Andonov (the 'Landlords') applied for an order to terminate the tenancy and evict Jacqueline Labao and Jean-Pierre Samaan (the 'Tenant') because they failed to meet a condition(s) specified in order LTB-L-006704-22 issued on August 30, 2022. (L4 application)

L4 applications are usually resolved *ex parte* (without a hearing). This L4 application was sent to a hearing since the L4 application contained inconsistent payment information.

This L4 application was heard by videoconference on January 16, 2023.

Only the Landlord's Agents, Troy MacDonald and Maria Gjergjeli, attended the hearing.

As of 10:28 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord's Agents indicated that one of the Tenant stated last week she had a medical appointment on the date of this hearing, and would not be in attendance. This meant the Tenant was indeed aware of the hearing, but chose not to request an adjournment of the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. The order LTB-L-006704-22 provided that the Landlords could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant did not meet certain condition(s) specified in the order.
2. At the hearing, the Landlord clarified that two payments ordered under the LTB order were not complied with, the first being a \$750.00 arrears payment which

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was paid late 8 days late and more notably, the second payment for the September 2022 rent (due September 7, 2022) which was missed altogether.

3. The Landlord provided an accounting to set out the current amount owing, which was supported by an L1 update sheet provided after the hearing.
4. In effect, order LTB-L-006704-22 set out a payment plan for the \$9,412.68 that were owing by the Tenant to the Landlords to August 31, 2022, which included the filing fee.
5. The Landlords submitted that only \$1,500.00 was paid by the Tenant in respect of the L4 application, and since that amount was paid, nothing further was received by the Tenant. To be clear, the Tenant paid \$750.00 on September 23, 2022 and \$750.00 on October 21, 2022.
6. Based on this submission, I find the Tenant breached order LTB-L-006704-22.
7. The Landlords also testified that on January 4, 2023, the Landlords confirmed that the Tenant had vacated the unit. The Landlord's Agent, Maria Gjergjeli, confirmed that the keys to the unit were returned by the Tenant to the Landlords. The Landlords stated they were satisfied the rental unit was vacated as of January 4, 2023.
8. Based on this submission, I find the tenancy between the Tenant and Landlords terminated on January 4, 2023.
9. However, the Landlords stated there were belongings left in the unit, and the Landlords indicated at the hearing that they were willing to pay the shipping fees to send the remainder of belongings back to the Tenant, and further they were willing to waive cleaning fees.
10. The previous application included a request for an order for the payment of arrears of rent. The resulting order, i.e, the order LTB-L-006704-22, required the Tenant to pay rent or some or all of the arrears of rent. Accordingly, in addition to eviction, the Landlords are entitled to request an order for the payment of arrears of rent and compensation.

11. As a consequence, I looked to additional rents and circumstances since the filing of the L4 application and find the Tenant has not paid their monthly rents for four additional rental periods – from September 1, 2022 to December 31, 2022.
12. The monthly rent became \$2,438.00 on September 1, 2022 and was due on the 1st day of each month. The L1/L9 update sheet confirmed that for these months, \$9,752.00 in rents were charged but not paid:
13. For the 4 days in January 2023 that take the parties to the termination date, the amount of daily compensation calculates out to be 4 x \$80.15 or \$320.60. This amount of compensation was not paid by the Tenant to the Landlords.
14. The total amount owing by the Tenant to the Landlords up to January 4, 2023 is \$17,985.28.

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15. The Landlord collected a rent deposit of \$2,430.66 from the Tenant and this deposit is still being held by the Landlord.
16. Interest on the rent deposit is owing to the Tenant for the period from September 1, 2022 to January 4, 2023. To be clear, the interest owing is \$10.42.
17. Subtracting the last month's rent deposit and interest thereupon from the \$17,985.28, leaves a net total of \$15,544.20 owing by the Tenant.

It is ordered that:

1. The tenancy between the Landlords and Tenant is terminated as of January 4, 2023 when the Tenant gave vacant possession back to the Landlords.
2. The Tenant shall pay to the Landlords \$15,544.20, which represents the rent arrears owing by the Tenant to the Landlords up to January 4, 2023, and this amount takes into account the \$1,500.00 paid, and the last month's rent deposit and interest, which have been deducted accordingly.
3. If the Tenant does not pay the Landlords the full amount owing on or before May 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 22, 2023 at 6.00% annually on the balance outstanding.

May 10, 2023

Date Issued

Alex Brkic
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 1-888-3323234.

2023 ONL TB 35864 (CanLII)