



Order under Section 69 Residential Tenancies Act, 2006

Citation: Suyebbhahi Mahma Kureshi v Paula Elizabeth Joy Peddle, 2023 ONLTB 33861

Date: 2023-05-03

File Number: LTB-L-056246-22

In the matter of: BASEMENT UNIT, 1311 FERNCLIFF CIR
PICKERING ON L1X1W7

Between: Suyebbhahi Mahma Kureshi Landlord

And

Paula Elizabeth Joy Peddle Tenant

Suyebbhahi Mahma Kureshi (the 'Landlord') applied for an order to terminate the tenancy and evict Paula Elizabeth Joy Peddle (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes;
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on April 18, 2023.

Only the Landlord attended the hearing. The Landlord's Legal Representative R. Mahavalirajan was also present.

As of 11:49 a.m., the Tenant was 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:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was in possession of the rental unit on the date the application was filed.

3. The Landlord testified that he saw the Tenant vacate the rental unit on April 6, 2023 as there was truck parked at the property and he saw the Tenant load her belongings on to the truck. She has not returned the keys to him yet and had advised the Landlord's Legal Representative that she would be doing so after the hearing but was not present at the hearing.
4. The Landlord has not reclaimed possession of the rental unit yet.

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5. The Tenant vacated the rental unit on April 6, 2023 but has not given up possession till the hearing date as per the Landlord's Legal Representative. Therefore, the rent arrears are calculated up to the date of the hearing.
6. The lawful rent is \$1,200.00. It was due on the 1st day of each month.
7. The Tenant has paid \$1,200.00 to the Landlord since the application was filed.
8. The rent arrears owing to April 18, 2023 are \$7,910.10
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.

L2 Application: N5 and N12

11. The Landlord waived to Tenant's one month rent for October 2022 as compensation against the N12. It was adjusted from the rent arrears as rent paid.
12. As the Tenant has already vacated the rental unit the Landlord's L2 application for termination of the tenancy is moot.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 18, 2023.
2. The Tenant shall pay to the Landlord \$8,096.10. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 14, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 15, 2023 at 6.00% annually on the balance outstanding.

May 3, 2023
Date Issued

Sheena Brar

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.

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Schedule 1 SUMMARY OF CALCULATIONS

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

Rent Owing To Move Out Date	\$9,110.10
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,200.00
Less the amount the Tenant 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 Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$8,096.10