



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

Citation: Saickley Enterprises Ltd v Shafkat Olanrewaju, 2023 ONLTB 33474

Date: 2023-04-28

File Number: LTB-L-055060-22

In the matter of: 206-230 Gloucester Street
Ottawa, ON K2P 0A9

Between: Saickley Enterprises Ltd Landlord

And

Shafkat Olanrewaju Tenants
Shilpa Turan

Saickley Enterprises Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Shafkat Olanrewaju and Shilpa Turan (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 11, 2023.

The Landlord's Legal Representative Donald Saucier and the Tenant Shilpa Turan attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

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 were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on October 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$1,850.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$3,724.42.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,850.00 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.

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9. Interest on the rent deposit, in the amount of \$22.38 is owing to the Tenants for the period from October 29, 2021 to October 31, 2022.
10. The Tenant testified that she had left the unit in August of 2022 due to harassment from the other tenant. The Tenant testified that she continued to pay the rent after she left the unit.
11. As I advised the parties at the hearing, the Tenant will need to seek legal advice with respect to her issues with the other Tenant. The arrears will be awarded.

It is ordered that:

12. The tenancy between the Landlord and the Tenants is terminated as of October 31, 2022, the date the Tenants moved out of the rental unit
13. The Tenants shall pay to the Landlord \$2,038.04. 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.
14. If the Tenants do not pay the Landlord the full amount owing on or before May 9, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 10, 2023 at 6.00% annually on the balance outstanding.

April 28, 2023

Date Issued

Jagger Benham

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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$3,724.42
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$22.38
Total amount owing to the Landlord	\$2,038.04