



**Order under Section 87(1)
Residential Tenancies Act, 2006**

Citation: 2748565 Ontario Inc v Saho, 2023 ONLTB 31031

Date: 2023-04-18

File Number: LTB-L-002743-23

In the matter of: 35, 33 Berkley Drive
St Catharines Ontario L2M6T8

Between: 2748565 Ontario Inc Landlord

And

Mohamed Saho Tenants
Samantha Hoffman

2748565 Ontario Inc (the 'Landlord') applied for an order requiring Mohamed Saho and Samantha Hoffman (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on March 28, 2023. The Landlord's representative, Jennifer Ricci, attended the hearing. As of 4:49 pm, 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 Tenants vacated the rental unit on November 4, 2022. The Tenants were in possession of the rental unit on the date the application was filed on September 22, 2022.
2. The Tenants did not pay the total rent they were required to pay for the period from September 1, 2022 to November 4, 2022.
3. The lawful rent was \$1,850.58. It was due on the 1st day of each month. The period of the tenancy was monthly.
4. The Tenants paid \$2,055.16 to the Landlord after the application was filed.
5. On August 31, 2022 the Tenants provided the Landlord with an N9 Tenant's Notice to end the tenancy on September 30, 2022. The Landlord did not agree to the Tenants vacating the unit on September 30, 2022 on the basis that the Tenants did not provide the Landlord with 60 days notification. The Landlord communicated their disagreement to the Tenants via letter on August 31, 2022, stating that the correct tenancy termination date was October 31, 2022.
6. The Landlord's representative submitted that the Landlord marketed the unit in an effort to re-rent the unit on October 1, 2022; however, re-renting the unit for that date was not successful, and the Tenants remained in the unit until November 4, 2022. The Tenants

advised the Landlord that they vacated the unit on November 4, 2022. The Landlord seeks rent arrears to November 4, 2022.

7. On the basis of the Landlord's uncontested evidence, I am satisfied that the Tenants' N9 Notice did not provide sufficient notice to vacate the unit pursuant to s. 44(2) and s. 47 of the *Residential Tenancies Act, 2006* (the 'Act'), and is therefore not valid. I am also satisfied that the Landlord agreed to a vacate date of October 31, 2022; however, the Tenants did not vacate the unit until November 4, 2022. I therefore find that the tenancy ended on November 4, 2022, the day that the Tenants vacated the unit, and that the Tenants' obligation to pay rent also ended on November 4, 2022.
8. The rent arrears and daily compensation owing to November 4, 2022 are **\$1,889.36**. This includes arrears of \$3,701.16 from September 1, 2022 to October 31, 2022, plus daily compensation of \$243.36 for the period of November 1 to 4, 2022 (using a daily compensation rate of \$60.84), LESS the \$2,055.16 in payments from the Tenants after the application was filed.
9. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,829.00 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 is terminated.
11. Interest on the rent deposit, in the amount of \$35.90 is owing to the Tenants for the period March 18, 2021 to November 4, 2022.

It is ordered that:

1. The Tenants shall pay to the Landlord \$225.46. This amount includes rent arrears and daily compensation owing up to November 4, 2022, and the \$201.00 cost of the application, less the rent deposit and the interest on that deposit.
2. If the Tenants do not pay the Landlord the full amount owing on or before April 29, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 30, 2023 at 6.00% annually on the balance outstanding.

April 18, 2023

Date Issued

Frank Ebner

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.