



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

Citation: SKYLINE LIVING v MOHAMED, 2023 ONLTB 30633

Date: 2023-04-12

File Number: LTB-L-082456-22

In the matter of: 207, 625 GLENGARRY BOULEVARD CORNWALL
ON K6H6R9

Between: SKYLINE LIVING Landlord

And

ANNISA MOHAMED and TRAVIS SALT- Tenants GASPE

SKYLINE LIVING (the 'Landlord') applied for an order to terminate the tenancy and evict ANNISA MOHAMED and TRAVIS SALT-GASPE (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

The Landlord also claimed charges related to NSF cheques

This application was heard by videoconference on March 28, 2023 at 1:00 pm.

The Landlord Agent Heather Lothian and the Tenants attended 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 was in possession of the rental unit on the date the application was filed, but later vacated. The parties do not agree on when the Tenant vacated
3. The lawful rent is \$1,484.69. It was due on the 1st day of each month.
4. The Tenants has not made any payments since the application was filed.
5. The Landlord's evidence alleges that the Tenant vacated on August 31, 2022, and the arrears owing up to that date are \$3,001.83.

6. The Tenants testified that they vacated on July 31, 2022. The Tenants testified that was the original terms of the lease and in line with their plans to move to Kingston Ontario. They also testified that they had communicated to the Landlord their intent to leave on July 31, 2022, on several occasions throughout the tenancy, both verbally and via text message. A copy of the lease was entered in evidence which states that the end date of the lease was July 31, 2022.
7. In response to the Landlord Agent entered in evidence a signed N11 agreement to end tenancy on August 31, 2022. The N11 Agreement was signed and dated June 30, 2022 by the Tenant Travis Salt-Gaspe. It was the Landlord's position that that was the date that the Tenants had returned possession of the rental unit and therefore the arrears owed ran to that date and supports the amount claimed in the application.
8. The Landlord's witness Adrianna is the Resident Manager for the Landlord. She conducted an outgoing inspection on August 31, 2022, at which time the Tenant Travis Salt-Gaspe returned the remaining set of keys for the building and apartment. She further testified that the Landlord re-rented the rental unit on October 01, 2022 due to cleaning and painting required. Although she recalled receiving a text from the Tenants indicating they intended to vacate on July 31, 2022, she had responded informing them they need to send a formal notice 60 days prior, which is what prompted her to provide the N11 to the Tenant Travis Salt-Gaspe. The date of August 31, 2022 was put on the form as that was 60 days from the date it was signed on June 30, 2022.
9. In response to the Landlord's evidence, the Tenant Travis Salt-Gaspe testified that he didn't recall signing the N11 Agreement and that he thought he was signing the form for the outgoing inspection which he confirmed occurred on August 31, 2022. He testified that he was illiterate and couldn't read or write well.
10. Given the above testimony and evidence I am satisfied that the Tenants returned possession of the rental unit on August 31, 2022, as that is the date that the keys and vacant possession were returned to the Landlord. While the Tenants may have communicated an intent to move out by July 31, 2022, that is not in fact what happened.
11. I further find that the arrears owing to August 31, 2022 are \$3,001.83 as per the Landlord's evidence. The Tenants offered no testimony or evidence to dispute the amount owing.
12. The Landlord is entitled to \$44.69 to reimburse the Landlord for administration charges bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenants which were returned NSF.
13. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,484.69 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.
15. Interest on the rent deposit, in the amount of \$38.45 is owing to the Tenant for the period from July 01, 2021 to March 28, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of August 31, 2022, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$1,724.38. 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 and unpaid NSF charges. 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.
3. If the Tenants does not pay the Landlord the full amount owing on or before April 23, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 24, 2023 at 6.00% annually on the balance outstanding.

April 12, 2023

Date Issued

Kelly Delaney

Member, Landlord and Tenants 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	\$3,001.83
Application Filing Fee	\$201.00
NSF Charges	\$44.69
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,484.69
Less the amount of the interest on the last month's rent deposit	- \$38.45
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlord	\$1,724.38