



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

Citation: Multani v Pedrena, 2023 ONLTB 28985

Date: April 6, 2023

File Number: LTB-L-011108-22

In the matter of: UPPER/MAIN LEVEL, 1 ELMCLIFFE CRT
ETOBICOKE, ON M9V 3P7

Between: Jaswinder Singh Multani Landlords
Surinder Kaur Ghotra

and

Christofer Banawa Pedrena Tenants
Leonima G Panisa

Jaswinder Singh Multani and Surinder Kaur Ghotra (the 'Landlords') applied in a L1 application for an order to terminate the tenancy and evict Christofer Banawa Pedrena and Leonima G Panisa (the 'Tenants') because the Landlords claimed that the Tenants did not pay the rent that they owe.

This application was heard by videoconference on August 30, 2022 but unfortunately an order was not issued.

A *de novo* (new) hearing was heard by videoconference on March 24, 2023. The Landlord's legal representative Ravinder Bassi attended the hearing on behalf of the Landlords. As of 10:22am (the hearing started at 9am), the Tenants were not present or represented at the hearing although properly served with notice of the hearing by the Board. Since no request to adjourn or reschedule had been received by the Board from the Tenants before the hearing, the hearing occurred with only the Landlords' evidence as allowed by section 7 of the *Statutory Powers Procedure Act*.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 when the application was filed.
3. The Landlord's legal representative advised that the Tenants vacated the rental unit on May 31, 2022.
4. The monthly rent was \$3,000.00, due on the first (1st) day of each month.
5. The Tenants made no payments to the Landlords between the filing of the application and the hearing on March 24, 2023.

6. On May 1, 2021 the Landlords collected a last month's rent deposit of \$3,000.00 and this amount is still being held by the Landlords.
7. Interest on the rent deposit is owing to the Tenants from the date of collection (May 1, 2021) to the termination date in the N4 Notice of Termination (February 2, 2022).

It is ordered that:

8. The tenancy between the Landlords and the Tenants is terminated as of May 31, 2022, the date the Tenants gave vacant possession of the rental unit to the Landlords.

Refer to Schedule 1: Summary of Calculations

9. The Tenants shall pay to the Landlords **\$24,182.75***. 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 Landlords owe on the rent deposit is deducted from the amount owing by the Tenants.
10. If the Tenants do not pay the Landlords the full amount owing of \$24,182.75 on or before April 17, 2023 (standard 11 days from the issuance date of this order), the Tenants will start to owe interest. This will be simple interest calculated from April 18, 2023 onwards at 6.00% annually on the balance outstanding.

April 6, 2023
Date Issued

Michelle Tan
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.

**Schedule 1
SUMMARY OF CALCULATIONS**

Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$27,000.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$3.25
Total amount owing to the Landlord	\$24,182.75*

2023 ONL TB 28985 (CanLII)