



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

Citation: YAVARI v WILSON, 2023 ONLTB 30260

Date: 2023-04-05

File Number: LTB-L-009510-23

In the matter of: 15 PROSPERITY WAY
EAST GWILLIMBURY ON L9N 0V1

Between: MOHSEN YAVARI Landlord

And

HYACINTH WILLIAMS Tenants MICHELLE C. WILSON

MOHSEN YAVARI (the 'Landlord') applied for an order requiring HYACINTH WILLIAMS and MICHELLE C. WILSON (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on March 29, 2023.

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Tenants vacated the rental unit on November 18, 2022. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from May 1, 2022 to March 31, 2023.
3. The lawful rent is \$3,950.00. It is due on the 1st day of each month.
4. The Landlord alleged that the Tenants made no payments towards rent or the arrears since the application was filed. The Tenants testified that they made a \$1,500.00 payment on Jun 29, 2022 and a \$500.00 on a September 1, 2022. Further, the Tenants submitted that they had paid a last month's rent deposit in the amount of \$3,950.00 on July 31, 2021.
5. The Tenants further request that the Landlords application be dismissed on the basis that the Landlord's L1/L9 update sheet had not been served upon the Board and the Tenants. The request to dismiss the application was denied as the Tenants were given the information on the record within the hearing and the application was properly completed.

6. The Landlord was unsure as to whether or not the Tenants paid a last month rent deposit and was unsure whether the Tenants made the payments after the application as alleged. Further, the Landlord testified that a lot more rent was owed but the application only went as far back as May 2022.

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7. On the basis of the Tenants' evidence, I am satisfied that they both made payments totaling \$2,550.00 since the application was filed and a last month's rent deposit of \$3,950.00 on July 31, 2021. Further, the Landlord will have to seek legal advice with respect to the remainder of the alleged arrears.
8. The tenancy ended on November 18, 2022, as a result of the Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenants' obligation to pay rent also ended on that date.
9. The rent arrears and daily compensation owing to November 18, 2022 are \$19,637.48
10. The Landlord collected a rent deposit of \$3,950.00 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 \$41.82 is owing to the Tenants for the period from November 18, 2022.
12. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

13. The Tenants shall pay to the Landlord \$15,645.66. This amount includes rent arrears owing up to November 18, 2022 and the cost of the application minus the rent deposit and interest owing.
14. If the Tenants does not pay the Landlord the full amount owing on or before April 16, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 17, 2023 at 6.00% annually on the balance outstanding.

April 5, 2023

Date Issued

Jagger Benham

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.