



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

Citation: Azimifar v Miller, 2023 ONLTB 28939

Date: April 5, 2023

File Number: LTB-L-006796-22

In the matter of: BASEMENT, 9 ALYSSUM CRT
RICHMOND HILL, ON L4E 4M7

Between:	Seyed Azim Azimifar	Landlord
	and	
	Sophie Miller	Tenant

Seyed Azim Azimifar (the 'Landlord') applied in a L1 application for an order to terminate the tenancy and evict Sophie Miller (the 'Tenant') because the Landlord claimed that the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 16, 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 Ali Golabgir attended the hearing on behalf of the Landlord. As of 10:29am (the hearing started at 9am), the Tenant was 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 Tenant before the hearing, the hearing occurred with only the Landlord's evidence as allowed by section 7 of the *Statutory Powers Procedure Act*.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's legal representative advised that the Tenant vacated the rental unit on June 4, 2022.
4. The monthly rent was \$1,700.00, due on the first (1st) day of each month.
5. The Tenant made no payments to the Landlord between when the L1 application was filed and the hearing on March 24, 2023.
6. On July 18, 2019 the Landlord collected a last month's rent deposit of \$1,700.00 and this amount is still being held by the Landlord.

7. Interest on the rent deposit is owing to the Tenant from the date of collection (July 18, 2019) to the termination date in the N4 Notice of Termination (February 1, 2022).

It is ordered that:

8. The tenancy between the Landlord and the Tenant is terminated as of June 4, 2022, the date the Tenant gave vacant possession of the rental unit to the Landlord.

Refer to Schedule 1: Summary of Calculations

9. The Tenant shall pay to the Landlord **\$10,556.45***. This amount includes rent arrears owing up to the date the Tenant 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 Tenant.
10. If the Tenant does not pay the Landlord the full amount owing of \$10,556.45 on or before April 16, 2023 (standard 11 days from the issuance date of this order), the Tenant will start to owe interest. This will be simple interest calculated from April 17, 2023 onwards at 6.00% annually on the balance outstanding.

April 5, 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**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$12,123.56
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$53.11
Total amount owing to the Landlord	\$10,556.45*

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