



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

Citation: Mondal v Bond, 2023 ONLTB 18587

Date: 2023-02-13

File Number: LTB-L-032852-22

In the matter of: 3, 41 GERTRUDE ST E
NORTH BAY ON P1A1K1

Between: Azitav Mondal Landlords
Sen Shualy

And

Eileen Wilson Tenants
Scott Bond

Azitav Mondal and Sen Shualy (the 'Landlords') applied for an order to terminate the tenancy and evict Eileen Wilson and Scott Bond (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 31, 2023.

Only the Landlord Azitav Mondal Landlord's Legal Representative Jennifer Demellweek attended the hearing.

As of 9:48 a.m., 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. Since the Tenants did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

Determinations:

1. At the hearing the Landlords' Legal Representative relied on oral submissions and referred to documents to support their application.
2. The Landlords served the Tenants with valid Notices to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notices by paying the amount of rent arrears owing by the termination date on the N4 Notices or before the date the application was filed. The Notices were for the same rental unit and time periods, although they differentiated between the house and the garage.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. The Tenants vacated the rental unit on November 13, 2022. Rent arrears are calculated up to the date the Tenants vacated the unit.

5. The lawful rent was \$2,800.00. It was due on the 1st day of each month. The monthly rent for the house portion of the rental unit was \$2,500.00 while the garage portion of the rental unit was \$300.00.
6. The Tenants have paid \$3,200.00 to the Landlords since the application was filed.
7. The rent arrears owing to November 13, 2022 are \$22,096.65.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of November 13, 2022, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$22,282.65. 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. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before February 24, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 25, 2023 at 5.00% annually on the balance outstanding.

February 13, 2023
Date Issued

John Cashmore
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	\$25,296.65
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,200.00
Total amount owing to the Landlord	\$22,282.65