



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

Citation: Ni v Strain, 2023 ONLTB 15663

Date: 2023-01-17

File Number: LTB-L-012794-22

In the matter of: Main Floor, 139 GREEN VISTA DR
CAMBRIDGE ON N1T1Y8

Between: Jianming Ni\ Qing Fan Landlord

And

Francis Michale Strain\ Michelle Lynn Strain Tenants

Jianming Ni and Qing Fan (the 'Landlords') applied for an order to terminate the tenancy and evict Francis Michale Strain and Michelle Lynn Strain (the 'Tenant') because:

- the Tenants have been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 11, 2023.

The Landlords, the Landlord's Legal Representative, Sri Rangan, and the Tenants attended the hearing.

Determinations:

1. The Landlords served the Tenants with a N8 notice of termination on February 22, 2022. The notice had a termination date of April 30, 2022 and set out the following allegations: for the period March 2021 to February 22, 2022, the Tenants were late paying the rent 12 months out of the 12-month period.
2. The Landlords' Legal Representative advised that the Tenants vacated the rental unit and therefore the Landlord s were only seeking compensation from the termination date in the notice to the date the Tenants vacated the rental unit. The Tenants have not paid any rent since the termination date in the notice, April 30, 2022.
3. The monthly rent effective June 1, 2022 is \$2,024.00; the previous rent was \$2,000.00.
4. The Landlords are holding a last month rent deposit in the amount of \$2,000.00. Interest is owing on the deposit from April13, 2020.
5. The only issue in dispute was the date the tenancy terminated. The Tenants said they vacated December 24, 2022. The Landlord said the Tenants vacated January 6, 2023.

6. The Landlords testified that the basement tenant advised them on January 5, 2023 that the Tenants had moved out January 6, 2023. Later that day, the Landlords attended the unit to confirm that it had been vacated, which it had.
7. The Tenants testified that they did not return the keys to the Landlord when they removed most of their belongings out on December 24, 2022 because they had an agreement with the Landlord about being compensated for moving and the Landlord did not comply; the Tenants submitted that they know that agreement is a civil issue and will be pursuing it there,
8. Based on the testimony before me, I find the Landlords discovered the rental unit was vacant on January 6, 2023, as such the Tenants are liable, and the Landlords are entitled to compensation from the termination date in the notice to January 6, 2023.

It is ordered that:

1. The Tenants shall pay to the Landlord \$14,163.60, which represents compensation for the use of the unit from May 1, 2022 to January 6, 2023 (\$16,225.12), less the rent deposit (\$2,000.00) and interest (\$61.52) the Landlords owe on the rent deposit.
2. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenants owe the Landlords is \$14,349.60.
4. If the Tenants do not pay the Landlords the full amount owing on or before January 28, 2023, the Tenants will start to owe interest. This will be simple interest calculated from January 29, 2023 at 5.00% annually on the balance outstanding.

January 17, 2023

Date Issued

Diane Wade

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.