



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

Citation: Singh v Carmichael, 2022 ONLTB 13342

Date: 2022-11-29

File Number: LTB-L-015443-22

In the matter of: 10, 14 AMOS DR
GUELPH ON N1L0M2

Between: Kuljeet Singh Landlords
Kuljeet Johal

And

Andrew Carmichael Tenants
Cody John David Cipparone
Hannah J. Keegan Carmichael

Kuljeet Johal, Kuljeet Singh (the 'Landlords') applied for an order for Andrew Carmichael, Cody John David Cipparone, Hannah J. Keegan Carmichael (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on September 27, 2022 at 3:07 p.m.

The Landlord Kuljeet Singh, the Landlord's representative Manpreet Kaur Rehal and the Tenant Hannah J. Keegan Carmichael attended the hearing.

Determinations:

1. The Tenants vacated the rental unit on May 15, 2022. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Landlords amended their application to an L9 application solely for arrears of rent and the filing fee. The Landlord was seeking the arrears outstanding to May 15, 2022
3. The Tenants did not pay the total rent they were required to pay for the period from February 1, 2022 to May 15, 2022.
4. The lawful rent is \$2,350.00. It is due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The tenancy ended on May 15, 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 Tenant's obligation to pay rent also ended on that date.
7. The rent arrears and daily compensation owing to May 15, 2022 are \$19,150.00.
8. The Landlords collected a rent deposit of \$2,350.00 from the Tenants and this deposit is still being held by the Landlords.

2022 ONLTB 13342 (CanLII)

9. Interest on the rent deposit owing is \$66.58.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord also testified that the Tenants provided two cheques, which were both returned by the bank for insufficient funds. As a result of the NSF cheques the Landlords incurred administration charges totalling \$48.00. The Landlords are entitled to reimbursement of those costs.

Landlord's Evidence

12. The Landlord testified that he is undergoing serious financial challenges as a result of the non-payment of rent.
13. The Landlord testified the Tenant left behind of furniture, garbage and personal items as well as damaged the fridge, toilet and paint on the cupboard after the Tenant moved out on May 15, 2022. Producing photographs to support his claim, the Landlord testified he incurred costs of approximately \$1,000.00 cleaning up and repairing the property. There were no receipts provided by the Landlord substantiating this claim.

Tenant's Evidence

14. The Tenants did not dispute the arrears; however, without producing specific records or evidence otherwise, claimed the arrears were \$12,430.00.
15. The Tenants disputed some of the items listed by the Landlord; however, conceded some of the items the Landlord alleged she left behind were in fact her property and the Tenants denied the damages and stated the pictures were evidence of normal wear and tear. The Tenants testified she felt rushed moving out of the unit as she received pithy text messages from the Landlord.
16. The Tenants testified about having health issues and this led to the accumulation of arrears.

Analysis

17. As there was no specific evidence produced by the Tenants to dispute the Landlord's detailed financial account of the amount of arrears, I have no reason to believe the arrears is different from the Landlord's detailed written account, \$19,150.00.
18. While I am sympathetic to the Tenant's personal health issues, the evidence provided is not relevant insofar it applies to the arrears claim as part of this application.
19. Looking at the Landlord's evidence, I find the alleged damage to the fridge, toilet and cupboards are as a result of normal wear and tear and therefore not relevant; furthermore, even if they did amount to serious damages to the property, the damage and disposal of the Tenants items do not apply to the L9 application. The Landlord is free to bring a L2 Application seeking reimbursement for the reasonable costs of repairing the damage or replacing the damaged property.

It is ordered that:

1. The Tenants shall pay to the Landlords \$16,967.42. 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 and NSF fees. The rent deposit and interest the Landlords owe on the rent deposit is deducted from the amount owing by the Tenants.
2. If the Tenants does not pay the Landlords the full amount owing on or before December 10, 2022, the Tenants will start to owe interest. This will be simple interest calculated from December 11, 2022 at 4.00% annually on the balance outstanding.

November 29, 2022

Date Issued

Greg Witt

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.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.