



**Order under Section 69 and 77
Residential Tenancies Act, 2006**

Citation: Mahendran v Williams, 2022 ONLTB 13245

Date: 2022-11-25

File Number: LTB-L-043200-22

In the matter of: , 25 Williamson Drive West
Ajax Ontario L1T4M7

Between: Anandavally Mahendran, Thambipillai Mahendran Landlord

And

Michelle Williams Tenant

Anandavally Mahendran, Thambipillai Mahendran (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Williams (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes; because the Tenant did not pay utilities; and, because the Tenant entered into an agreement to terminate the tenancy.

This application was heard by videoconference on October 24, 2022.

Only the Landlords' representative B. Alfred attended the hearing.

As of 1:24pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. As a result, the hearing proceeded with only the Landlords' evidence.

At the hearing, the Landlords requested the Board's consent to withdraw their L3 application, as the Tenant had already vacated the rental unit.

Determinations:

L3 Application

1. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the Landlord's L3 application.

L1 Application

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 Tenant vacated the rental unit on January 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$3,000.00. It was due on the 1st day of each month.
5. The Tenant has paid \$200.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2022 are \$8,825.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

L2 Application (utilities)

9. The Landlord's L2 application seeks payment from the Tenant for unpaid utilities in the amount of \$1,473.63 for the period of time extending from March 20, 2021 through to October 27, 2021.
10. At the hearing, the Landlord produced a copy of the lease agreement dated November 24, 2019 which provides that gas, electricity, water and sewerage charges are the responsibility of the Tenant.
11. The Landlord also produced a copy of a water bill for the rental unit dated November 5, 2021 received from the Regional Municipality of Durham in the amount of \$1473.63. The Landlord has paid this utility bill, but has not been reimbursed by the Tenant. I find the Landlord is entitled to reimbursement of this utility expenditure from the Tenant.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 31, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$5,953.80. 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. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay to the Landlord the sum of \$1, 473.63 for unpaid utility costs incurred.
4. The total amount that the Tenant owes the Landlord is \$7,427.43
5. If the Tenant does not pay the Landlord the full amount owing on or before December 6, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 7, 2022 at 4.00% annually on the balance outstanding.

6. The Landlord's L3 application is withdrawn.

November 25, 2022

Date Issued

Peter Nicholson

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	\$9,025.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$72.20
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$5,953.80

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