



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

Citation: ANGIULLI v NALUS, 2022 ONLTB 11536

Date: 2022-11-21

File Number: LTB-L-047552-22

In the matter of: MAIN FLOOR, 305 BLUE GRASS BLVD
RICHMOND HILL ON L4C3H3

Between: FRANCESCO ANGIULLI Landlord

And

GERALDINE NALUS, PATRICUS CALUPAD
NALUS Tenants

FRANCESCO ANGIULLI (the 'Landlord') applied for an order requiring GERALDINE NALUS and PATRICUS CALUPAD NALUS (the 'Tenants') to pay the rent that the Tenants owe.

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

Only the Landlord attended the hearing.

As of 2:18p.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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Tenants vacated the rental unit on March 18, 2022. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants did not pay the total rent they were required to pay for the period from March 1, 2022 to May 31, 2022.
3. The lawful rent is \$1,900.00. It is due on the 1st day of each month.
4. The Tenants have not made any payments since the application was filed.
5. The Tenants are no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent ends on May 31, 2022.
6. Section 88(1)1 of the *Residential Tenancies Act* ('the Act') states that if the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

7. Section 47 of the Act states that a tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.
8. Section 44(2) of the Act states that notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective, and that date shall be on the last day of a rental period.
9. The Tenants had a lease with their Landlord for the period of September 2021 to May 2022. However, on February 26, 2022 the Tenants emailed the Landlord and informed him that they would be leaving the unit in March 2022. In that email the Tenants say "sorry for the short notice period, it was unexpected and we were left to make a hasty decision".
10. As the period of the lease agreement did not end until May 2022, that date was the earliest possible termination date that the Tenants could have indicated in their notice. As such, the Tenants are liable for arrears until that date.
11. The Landlord did try to mitigate his losses by re-renting the rental unit, however the Landlord was not able to secure a Tenant until August 2022.
12. The rent arrears owing to May 31 are \$5,700.00.
13. The Landlord collected a rent deposit of \$2,500 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$82.46 is owing to the Tenants for the period from September 1, 2019 to May 31, 2022.
15. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$3,318.54. This amount includes rent arrears owing up to May 31, 2022 and the cost of the application minus the deposit and interest owing on that deposit.
2. If the Tenants do not pay the Landlord the full amount owing on or before December 2, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 3, 2022 at 4.00% annually on the balance outstanding.

November 21, 2022
Date Issued

 Amanda Kovats
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.