



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

Citation: Gupta v Clark, 2022 ONLTB 12469

Date: 2022-11-18

File Number: LTB-L-019090-22

In the matter of: Main Unit, 89 BENJAMIN BLVD
SCARBOROUGH ON M1K3P2

Between: Ankit Mittal, Sakshi Gupta Landlord

And

Jamie C Clark Tenant

Ankit Mittal, Sakshi Gupta (the 'Landlord') applied for an order to terminate the tenancy and evict Jamie C Clark (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 25, 2022.

Only the Landlord's legal representative, Saksj Guto, attended the hearing.

As of 3:14 p.m., the Tenant was 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 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 May 31, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,100.00. It was due on the first day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2022 are \$6,300.00.
7. The Landlord collected a rent deposit of \$2,100.00 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 31, 2022, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$4,200.00. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit, less the last month's rent deposit.
3. If the Tenant does not pay the Landlord the full amount owing on or before November 29, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 30, 2022 at 2.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing on or before November 29, 2022, the Landlord will start to owe interest. This will be simple interest calculated from November 30, 2022 at 2.00% annually on the balance outstanding.

November 18, 2022
Date Issued

Sean Henry
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.