



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

Citation: Li v Robertson, 2022 ONLTB 12118

Date: 2022-11-16

File Number: LTB-L-021636-22

In the matter of: MAIN, 1043 DUPONT STREET
TORONTO ON M6H1Z8

Between: Hung Por Siu, Rosetta Li Landlord

And

Alexander Robertson Tenant

Hung Por Siu, Rosetta Li (the 'Landlord') applied for an order requiring Alexander Robertson (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on November 8, 2022.

Only the Landlord and the Landlord's Legal Representative Jie Situ attended the hearing.

As of 10:20 a.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 sent an email communication to the Landlord stating that he had moved out of the rental unit on May 2, 2022 but did not provide the keys to the rental unit to the Landlord. A notice to enter was served for entry to the rental unit on May 13, 2022. The Landlords entered the rental unit and found the rental unit to be empty except for a sofa. The Landlord made inquiries of the Tenant as to whether he wished to retrieve the sofa and no response was provided.
4. The Landlord's Legal Representative seeks an order that the tenancy terminated on May 13, 2022. Based on the uncontested evidence before me, I am satisfied that the tenancy terminated on May 13, 2022.

5. The Tenant did not pay the total rent they were required to pay for the period from January 9, 2022 to May 13, 2022. Rent arrears are calculated up to May 13, 2022.
6. The lawful rent is \$2,000.00. It is due on the 9th day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears and daily compensation owing to May 13, 2022 are \$8,328.75.
9. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$9.93 is owing to the Tenant for the period from October 9, 2021 to May 13, 2022.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 13, 2022.
2. The Tenant shall pay to the Landlord \$6,504.82. This amount includes rent arrears owing up to May 13, 2022 and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are also deducted from the amount owing by the Tenant.
3. If the Tenant does not pay the Landlord the full amount owing on or before November 27, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 28, 2022 at 4.00% annually on the balance outstanding.

November 16, 2022

Date Issued

Heather Chapple

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.