



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Sindhu v Faddegon, 2022 ONLTB 9491

**Date:** 2022-11-03

**File Number:** LTB-L-002979-21

**In the matter of:** 486 THOMPSON ST  
WOODSTOCK ON N4T0L5

**Between:** Joshi Sindhu Landlord

**And**

Daniel Joseph Faddegon, Jessica Lynn Hoover Tenant

Joshi Sindhu (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Joseph Faddegon, Jessica Lynn Hoover (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

The Landlord applied for an order to terminate the tenancy and evict the Tenant because her parents require the rental unit for purposes of residential occupation (L2 application).

This application was heard by videoconference on July 14, 2022.

The Landlord, the Landlord's Legal Representative, Chris Surowiak, and the Tenant attended the hearing.

**Determinations:**

1. I consented to the Landlord's request to withdraw the L2 application.
2. 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.
3. The Tenant was in possession of the rental unit on the date the application was filed. As set out below, I find that the Tenant vacated the rental unit on July 2, 2022.
4. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to July 2, 2022, are \$16,131.50.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. 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.
9. Interest on the rent deposit, in the amount of \$60.04 is owing to the Tenant for the period from November 1, 2019, to July 2, 2022.

#### Landlord Evidence

10. The Landlord testified that she attended the rental unit on July 2, 2022, and she smelled a bad odour coming from the garage. The Landlord testified that she was concerned and called the police before entering the property. The Landlord testified that when she entered the property, she found it mostly empty, with the door hinges removed from all the doors, there were no furniture, no dresser, and no beds in the rental unit. There was no food in the fridge, and no cutlery except for a couple items. The garage was also empty. The Landlord presumed that the Tenant vacated the rental unit. The Landlord testified that she sent a text message to the Tenant advising him that she is retaking possession of the rental unit and he can reclaim the remainder of his personal belongings. The Landlord provided pictures of the of the interior of the rental unit to support her position.
11. The Landlord testified that the Tenant failed to pay rent for November and December 2021, and for January, February, March, April, and June 2022. The Landlord further testified that she did not receive any e-transfer payment from the Tenant for November, and December 2021.
12. The Landlord testified that she is a single mother with two dependent children and that this is the only rental property that she owns. She further testified that she would never refuse payment made by the Tenant.

#### Tenant Evidence

13. The Tenant testified that he never vacated the rental unit and that the Landlord forced locked him out of the rental unit on July 2, 2022.
14. The Tenant testified that he received a telephone call from the police on July 2, 2022, because the Landlord told the police that there was a deceased pregnant woman in the garage. He further testified that the Landlord changed the locks while he was at work.
15. The Tenant testified that the Landlord denied him access to the rental unit since July 2, 2022, and that he has no idea where the Landlord kept his personal belongings.
16. The Tenant testified that he tried to make rent payments to the Landlord, but she refuses to accept them. The Tenant testified that he did not miss any rent payment before May 1, 2022. The Tenant testified that his lease agreement with the Landlord ends in November 2022.
17. The Tenant testified that she only owes \$10,000.00 of unpaid rent for January, February, March, April, May, and June 2022.

Analysis

18. The parties agree that the Tenant was no longer residing at the property effective July 2, 2022, and the Tenant is not seeking to return to the rental unit. The Landlord takes the position that the Tenant vacated the rental unit and the Tenant submitted that he was locked out of the rental unit. This is an L1 application dealing with unpaid rent arrears. Therefore, this order will only address the issue of rent arrears. The Tenant can file his own application if he believes that the Landlord illegally evicted him from the unit on July 2, 2022.
19. The Tenant provided contradictory testimony about rent payments. On one hand the Tenant testified that he never missed any rent payment prior to May 1, 2022. On the other hand, the Tenant testified that he owed rent for January, February, March, April, and May 2022. The Tenant testified that he made several rent payments by sending e-transfers to the Landlord. The Landlord denied receiving any e-transfers from the Tenant. I gave the Tenant an opportunity to submit copies of the e-transfers after the hearing and he failed to submit any proof for the alleged e-transfer payments that he sent to the Landlord.
20. Therefore, I find that the Tenant did not pay any rent for the months of January, February, March, April and May 2022.
21. I find that the Tenant is responsible to pay the rent up to July 2, 2022, which is the date he no longer had access to the rental unit. The pictures provided by the Landlord to support her position that the Tenant vacated the rental unit by that date. The pictures also show that the Tenant still had personal belongings left at the rental unit. These items should be preserved and returned to the Tenant.
22. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Based on the evidence provided by the parties, I find that the Tenant failed to pay the rent in full up to July 2, 2022. The Tenant can file his own application to deal with the issues surrounding the way the tenancy was terminated.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of July 2, 2022, the date the Tenant no longer had access to the rental unit.
2. The Tenant shall pay to the Landlord \$14,257.46. This amount includes rent arrears owing up to July 2, 2022, 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. If the Tenant does not pay the Landlord the full amount owing on or before November 28, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 29, 2022, at 4.00% annually on the balance outstanding.

4. If the Landlord does not pay the Tenant the full amount owing on or before November 28, 2022, the Landlord will start to owe interest. This will be simple interest calculated from November 29, 2022, at 4.00% annually on the balance outstanding.

**November 17, 2022**

**Date Issued**

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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must as the tenancy is terminated**

Rent Owing To July 2, 2022	\$16,131.50
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,000.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$60.04
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$14,257.46</b>