



Oct 17, 2023

Landlord and Tenant Board

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

Citation: 390 Dufferin GP Inc v Sharmin, 2023 ONLTB 68618

Date: 2023-10-17

File Number: LTB-L-053264-23

In the matter of: B306, 410 DUFFERIN ST
TORONTO ON M6K0H1

Between: 390 Dufferin GP Inc Landlord

And

Atia Sharmin and Demica Smith Withers Tenants

390 Dufferin GP Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Atia Sharmin and Demica Smith Withers (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 10, 2023. The Landlord's representative, Sabrina Sciulli, the Landlord's agent, Natalia Campos, and Tenant Atia Sharmin

Request to Adjourn:

1. Tenant Sharmin requested an adjournment to allow the T2 application to be heard at the same time as the L1 application.
2. The Tenant did not submit a request to combine in advance of the hearing. The Tenant also did not disclose issues to be raised under section 82 of the *Residential Tenancies Act*, 2006 (the 'Act'). Given this, I believe it would be prejudicial to the Landlord to adjourn the hearing of this matter.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on August 31, 2023. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$2,606.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.

6. The rent arrears owing to August 31, 2023 are \$13,424.76.
7. Tenant Sharmin submits that she has paid her half of the rent and that the arrears owing are the result of Tenant Withers failing to pay her half of the rent. She takes the position that the Landlord ought to have taken greater steps in letting her know that there were arrears owing.
8. As explained at the hearing, there is a single tenancy agreement signed by the Tenants and the Tenants are jointly and severally (individually) liable for the payment of the entire rent for the rental unit.
9. The evidence before me establishes that the Landlord took reasonable steps in advising the Tenants that they were in arrears by serving notices of termination in December 2022 and again on June 7, 2023. I am satisfied the Tenants had notice that they were in arrears.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,571.00 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 terminated.
12. Interest on the rent deposit, in the amount of \$42.79 is owing to the Tenants for the period from January 1, 2023 to August 31, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of August 31, 2023, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlord \$10,996.97. This amount includes rent arrears owing up to the date the Tenants 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 Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before October 28, 2023, the Tenants will start to owe interest. This will be simple interest calculated from October 29, 2023 at 7.00% annually on the balance outstanding.

October 17, 2023
Date Issued



Dawn Sullivan
Vice Chair, 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	\$13,424.76
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$2,571.00
Less the amount of the interest on the last month's rent deposit	- \$42.79
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	\$10,996.97