



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

Citation: Patel v Moncada, 2023 ONLTB 74562

Date: 2023-11-09

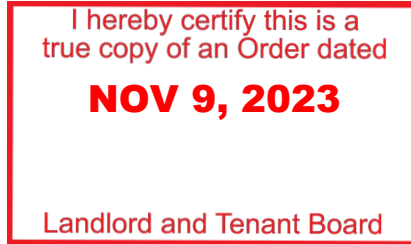
File Number: LTB-L-012801-23

In the matter of: 8 WILDMOOR ST
MARKHAM ON L6B0N9

Between: Hirenbhai Patel
Rinkuben Patel

And

Samantha Nicole Moncada



Landlords

Tenant

Hirenbhai Patel and Rinkuben Patel (the 'Landlord') applied for an order requiring Samantha Nicole Moncada (the 'Tenant') to pay the rent that the Tenant owes. This is the L9 Application.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement. This is the L2 Application.

The Landlords also applied for an order to terminate the tenancy and evict the Tenant because the Tenant entered into an agreement to terminate the tenancy. This is the L3 Application.

This application was heard by videoconference on May 17, 2023.

Only the Landlords attended the hearing.

As of 2:00 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.

At the hearing, it was determined that Alivia Samuels and Alesandra Moncada-Scott are minor children. As a result both children were removed as parties to the applications.

Determinations:

L9 Application

1. The Tenant did not pay the total rent they were required to pay for the period from December 22, 2022 to February 26, 2023.
2. The lawful rent is \$2,550.00. It is due on the 22nd day of each month.
3. The Tenant has not made any payments since the application was filed.



4. The tenancy ended on February 26, 2023 as a result of the Tenant moving out in accordance with a agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
5. The rent arrears and daily compensation owing to February 26, 2023 are \$5,519.20.
6. The Landlord collected a rent deposit of \$2,500.00 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 is terminated.
7. Interest on the rent deposit, in the amount of \$107.09 is owing to the Tenant for the period from October 21, 2019 to February 26, 2023.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

The Applications that are moot

9. As the Tenant has vacated the rental unit, the L2/N5 application is now moot and the L3 application is moot. The only remaining issue on the Landlords' application is the claim for unpaid utilities.

The Utilities Claim

10. The Landlords claim the Tenant has not paid the utilities that were required to be paid as according to the tenancy agreement. In support of their testimony, the Landlords provided the Board with copies of the utility bills which appear to be unpaid.
11. According to the Landlords' documentary evidence, the Tenant currently owes \$2,384.18 for unpaid water bills.
12. The Landlords are therefore seeking \$2,384.18 for unpaid utilities.
13. Section 88.1 of the *Residential Tenancies Act, 2006* (the 'Act') sets out:
 - 88.1 A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,
 - (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement.
14. Based on the evidence before me, I am satisfied on a balance of probabilities that the Tenant failed to pay utility costs they were required to pay and this portion of the Landlords' application should be granted.
15. This order contains all the reasons within it and no further reasons will be issued.



It is ordered that:

1. The tenancy between the Landlords and the Tenant was terminated on February 26, 2023, the day the Tenant vacated the rental unit.
2. The Tenant shall pay to the Landlords \$3,098.11. This amount includes rent arrears owing up to February 26, 2023 and the cost of the application minus the rent deposit and interest owing.
3. The Tenant shall pay to the Landlord \$2,384.18 for the unpaid utilities claimed by the Landlords\.
4. If the Tenant does not pay the Landlords the full amount owing on or before November 20, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 21, 2023 at 7.00% annually on the balance outstanding.

November 9, 2023
Date Issued



Susan Priest
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.