



OCT 01, 2024

Landlord and Tenant Board

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

File Number: LTB-L-046271-24

In the matter of: 9 SABLE RD
THORNHILL ON L4J0K1

Between: Tracy Tong Landlord

And

Dalia Benchimol Tenant

Tracy Tong (the 'Landlord') applied for an order requiring Dalia Benchimol (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on September 16, 2024.

The Landlord, the Tenant and the Tenant's Legal Representative D. McIntyre attended the hearing.

Determinations:

1. For the reasons set out below, the Tenant is ordered to pay the Landlord \$948.76 in arrears and for reimbursement of the filing fee for this application.
2. A previous decision of the Board, LTB-L-073953-23AM was issued on January 23, 2024 and ordered that, "The tenancy is terminated as of July 8, 2024" and "The Tenant must move out of the rental unit on or before July 8, 2024." That order was based on an N12 notice served under section 48 of the *Residential Tenancies Act, 2006* (Act) with a termination date of November 30, 2023.
3. On June 19, 2024, the Tenant gave the Landlord 10 days notice to terminate the tenancy on June 30, 2024.
4. The Tenant vacated the rental unit on June 30, 2024.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. What is in dispute is whether the Tenant's obligation to pay rent ended on June 30 or July 8, 2024.
7. The Tenant's Legal Representative submitted that because of the N12 notice, the Tenant was allowed to give 10 days notice which was provided on June 19, 2024 for a move-out date of June 30, 2024 and that is when the Tenant's responsibility to pay rent ended.

8. The Landlord submitted that regardless of when the Tenant moved out, the previous Board order requires the Tenant to pay the rent until July 8, 2024 which is the date the tenancy was terminated.
9. The question before the Board is whether the Tenant can provide notice to terminate the tenancy prior to the date ordered by the Board in LTB-L-073953-23AM.
10. It was uncontested that the application in LTB-L-073953-23AM and the subsequent consent order was based a valid N12 notice served under section 48 of the Act, which states in part:

Notice, landlord personally, etc., requires unit

48 (1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

- (a) the landlord;
- (b) the landlord's spouse;
- (c) a child or parent of the landlord or the landlord's spouse; or
- (d) a person who provides or will provide care services to the landlord, the landlord's spouse, or a child or parent of the landlord or the landlord's spouse, if the person receiving the care services resides or will reside in the building, related group of buildings, mobile home park or land lease community in which the rental unit is located.

(2) The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

Earlier termination by tenant

(3) A tenant who receives notice of termination under subsection (1) may, **at any time before the date specified in the notice, terminate the tenancy, effective on a specified date earlier than the date set out in the landlord's notice.**

(4) The date for termination specified in the tenant's notice shall be at least 10 days after the date the tenant's notice is given.

[emphasis added]

11. The Tenant did not terminate the tenancy or provide notice prior to the date specified in the notice which was November 30, 2023. The agreed upon evidence before me was that the Tenant provided a notice of termination on June 19, 2024. As set out in section 48(3), in order to be valid a Tenant's N8 notice must specify a termination date that is before the N12 termination date.
12. I don't agree with the Tenant's Legal Representative's submission that an N9 notice is permitted to provide 10-day notice because the termination of tenancy was based on an

N12 notice. In this case the Tenant provided their notice after the termination date in the N12 notice. The previous decision of the Board set the termination date of the tenancy as July 8, 2024 and, therefore, the Tenant was required to pay rent until that date.

13. The lawful rent is \$2,895.62. It is due on the 1st day of each month. The daily compensation is \$95.19.
14. It was uncontested that the Tenant did not pay the total rent they were required to pay for the period from April 1, 2024 to June 30, 2024 in the amount of \$1.24.
15. The Tenant did not pay the total rent they were required to pay for the period July 1, 2024 to July 8, 2024 in the amount of \$761.52.
16. The Tenant has not made any payments since the application was filed.
17. 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 Tenant shall pay to the Landlord \$948.76. This amount includes rent arrears owing up to July 8, 2024 and the Landlord's filing fee.
2. If the Tenant does not pay the Landlord the full amount owing on or before October 12, 2024, the Tenant will start to owe interest. This will be simple interest calculated from October 13, 2024 at 6.00% annually on the balance outstanding.

October 1, 2024
Date Issued



Mitch Panciuk
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.