



Nov 14, 2024

**Order under Section 77
Residential Tenancies Act, 2006**

File Number: LTB-L-073098-24

In the matter of: UNIT 121, 25 COLLINGSGROVE RD
SCARBOROUGH ON M1E3S3

Between: TRAN ANH HUY Landlord

And

THI NHAN PHAM Tenant

TRAN ANH HUY (the 'Landlord') applied for an order to terminate the tenancy and evict THI NHAN PHAM (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

A hearing was held to consider this application.

This application was heard by videoconference on November 4, 2024. The Landlord represented by Reena Bassar, and the Tenant, assisted by Adrien Drinkwater, attended the hearing.

Determinations:

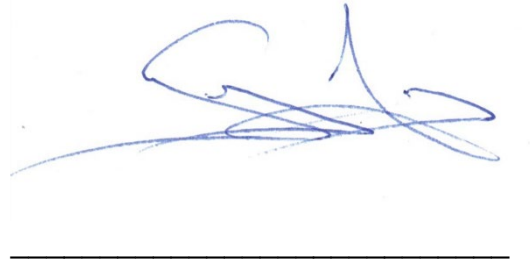
1. The Landlord and Tenant entered into an agreement to terminate the tenancy as of August 31, 2024 and the Tenant did not move out of the rental unit by the termination date set out in the agreement.
2. An email from the Tenant to the Landlord dated April 3rd sent at 7:36pm states "I move out at the end of May." The Landlord responded "Oh, does that mean, you will occupy the unit until the end of May, Right? If that's the case, next month's rent is taken from your deposit." The Tenant responded "Yes, thanks!".
3. On April 20th the Tenant wrote "Hello, can I rent for an additional 1-2 months? Because I am waiting for the PR card to be mailed to me". The Landlord responded: "I think it's okay, but let me check and I will confirm. Does that mean Nhan will stay until the end of July and then move out?" the Tenant responded: "Probably for the whole month of August." The Landlord's response was "Okay. The Tenant wrote: "Thank you".
4. The Tenant stopped paying rent in August and has not paid rent for four months. The arrears of rent to the end of November stand at \$10,600.00.

5. The Tenants evidence challenging the agreement to terminate the tenancy are an issue with how the sink drains and two voicemails from the Landlord's legal representative enquiring about when the Tenant was vacating the unit.
6. I find the issues raised by the Tenant are not relevant to the issue of whether the Tenant gave notice to terminate the tenancy and whether the notice was accepted by the Landlord.
7. I find the Tenant gave notice to terminate the tenancy, did not vacate the rental unit. I also find the prejudice to the Landlord to delay terminating the tenancy would be unreasonable considering the fact the Tenant stopped paying rent in August, showing that the Tenant accepted that the last month rent deposit would be applied to August rent as a result of terminating the tenancy.
8. Since the Tenant did not move out of the rental unit by the termination date, the Landlord was required to file the application to obtain vacant possession. Therefore, the Tenant is responsible for paying the Landlord \$186.00 for the application filing fee incurred.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated. The Tenant must move out of the rental unit on or before November 25, 2024.
2. If the unit is not vacated on or before November 25, 2024, then starting November 26, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after November 26, 2024.
4. The Tenant shall also pay to the Landlord \$186.00, for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 25, 2024, the Tenant will start to owe interest. This will be simple interest calculated from November 26, 2024 at 6.00% annually on the balance outstanding.

November 14, 2024



Date Issued

Greg Joy
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on May 26, 2025 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.