



Dec 13, 2023

Landlord and Tenant Board

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

Citation: Brar v Fatak, 2023 ONLTB 78773

Date: 2023-12-13

File Number: LTB-L-052085-23

In the matter of: 2nd and 3rd floor, 403 VETERANS DR
BRAMPTON ON L7A4Y9

Between: Karnail Kaur Brar Landlord

And

Martin Fatak, Zakelina Balazova and Richard Fatak Tenant

Karnail Kaur Brar (the 'Landlord') applied for an order to terminate the tenancy and evict Martin Fatak, Zakelina Balazova and Richard Fatak (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on November 22, 2023.

Only the Landlord's Legal Representative I. Gardner attended the hearing.

As of 3:49pm, the Tenants were not present in the hearing room. The Tenant Zakelina Balazova signed in with the Moderator at the start of the hearing block and asked for a Czech interpreter. She disconnected from the hearing at 2:23pm and did not call back. The Landlord's representative advised that after Ms. Balazova left the hearing, he called her and texted asking her to call back into the hearing. He advised that he received no response from Ms. Balazova. I did not receive any message from our Technical Support line that Ms. Balazova was having difficulties calling back into the hearing. As a result, I heard this matter on an uncontested basis.

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 October 5, 2023. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$2,800.00. 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 October 5, 2023 are \$16,258.25.

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 \$2,600.00 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.
9. Interest on the rent deposit, in the amount of \$82.27 is owing to the Tenants for the period from July 1, 2022 to October 5, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of October 5, 2023, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$13,761.98. This amount includes rent arrears owing up to the date the Tenant 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 December 24, 2023, the Tenants will start to owe interest. This will be simple interest calculated from December 25, 2023 at 7.00% annually on the balance outstanding.

December 13, 2023
Date Issued



Angela Long
Member, 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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$16,258.25
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	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$82.27
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	\$13,761.98