



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

**File Number:** TEL-12240-20

**In the matter of:** 2, 2478 KINGSTON ROAD  
SCARBOROUGH ON M1N1V3

**Between:** Ram Nanhu Landlord

**and**

Thuan Dwinell Tenant

Ram Nanhu (the 'Landlord') applied for an order to terminate the tenancy and evict Thuan Dwinell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 17, 2021.

Only the Landlord's representative Kelly Edmonds attended the hearing.

The Tenant was not present or represented by 4:00 p.m. although properly served with notice of the hearing by the Board.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from August 1, 2020 to February 28, 2021. Because of the arrears, the Landlord served a Notice of Termination effective August 20, 2020.
2. The Tenant vacated the rental unit on October 31, 2020. The Tenant was in possession of the rental unit on the date the application was filed.
3. The lawful monthly rent was \$1,650.00.
4. The Tenant paid nil rent after the Landlord filed the application.
5. The Landlord collected a rent deposit of \$1,650.00 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from October 1, 2019 to August 20, 2020.
7. For the sake of completeness, there was an error on the Landlord's L1/L9 update sheet. In particular, the Landlord's application claimed rent arrears of \$1,650.00 for the period


August 1, 2020 to August 31, 2020. On the L1/L9 update sheet at question 5, which asks whether any new rent has become due after the Landlord filed the application, the Landlord claims an additional \$1,650.00 for the period August 1, 2020 to August 31, 2020. The L1/L9 update sheet overstates the arrears because the Landlord is only entitled to one rent payment for August 2020. My correction of this error explains the difference between the amount sought by the Landlord and the amount awarded below.

**It is ordered that:**

1. The tenancy is terminated as of October 31, 2020, the date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenant shall pay to the Landlord \$3,308.59\*, which represents the amount of rent owing and compensation up to October 31, 2020, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing\* on or before March 28, 2021, the Tenant will start to owe interest. This will be simple interest calculated from March 29, 2021 at 2.00% annually on the balance outstanding.

**March 17, 2021**  
**Date Issued**

Toronto East-RO  
2275 Midland Avenue, Unit 2  
Toronto ON M1P3E7

  
\_\_\_\_\_  
Douglas Wilkins  
Member, Landlord and Tenant Board

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

\* Refer to section A on the attached Summary of Calculations.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**File Number: TEL-12240-20**

**A. Amount the Tenant must pay as the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	August 1, 2020 to August 20, 2020	\$1,084.93
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 21, 2020 to October 31, 2020	\$3,906.00
Less the rent deposit:		-\$1,650.00
Less the interest owing on the rent deposit:	October 1, 2019 to August 20, 2020	-\$32.34
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$3,308.59</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay the Landlord as the tenancy is terminated:</b>		<b>\$3,494.59</b>