



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Kaur v Campbell-O’Kane, 2024 ONLTB 19290

**Date:** 2024-03-27

**File Number:** LTB-L-072405-23

**In the matter of:** 99 WESTFIELD CRES  
WATERDOWN ON L8B1X9

**Between:** Pavanpreet Kaur

**and**

Anastasia-k Campbell-O’Kane

I hereby certify this is a  
true copy of an Order dated  
**MAR 27, 2024**  
Landlord and Tenant Board

Landlord

Tenant

Pavanpreet Kaur (the 'Landlord') applied for an order to terminate the tenancy and evict Anastasia-k Campbell-O’Kane (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 6, 2024.

The Landlord, the Landlord’s Support Person Gurpreet Virk and the Tenant attended the hearing.

### Determinations:

1. The Tenant has not paid any of the Tenant was required to pay for the period from July 1, 2023 to March 31, 2024 and the Landlord gave a Notice of Termination (N4) effective August 26, 2023. The Tenant 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.

#### Preliminary Issue 1 – Amending the Application to correct arrears alleged.

2. The Landlord’s L1/L9 update sheet disclosed that the amount of arrears alleged in the application was inadvertently entered as \$8,100 when in fact it should have been \$7,350.
3. Tenant advised that she has reviewed the L1/L9 update sheet and agrees that it discloses the correct amount of arrears.
4. There being no prejudice to the Tenant to amend the amount claimed downwards, we grant the amendment described above and proceed on that basis.

#### Preliminary Issue 2 – The correct rental term

5. In her L1/L9 update sheet, and in her oral testimony, the Landlord described the rent as being due at the end of each month for the upcoming month. This was not consistent with the allegations in the application which disclosed the rental period as starting on the first day and ending on the last day of the month.
6. To clarify the issue, we received evidence from both parties and found on the balance of probabilities that the correct monthly term runs from the first to the last day of the month. The Tenant testified that rent is due on the first of each month and has not been confused by the inadvertent discrepancy in the Landlord's filings. The hearing proceeded on that basis.

### **The Arrears Application**

7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
9. The Landlord testified that in October 2023 she delivered a proposed payment plan to the Tenant in the Board's Payment Agreement form and invited a discussion on the proposal. That proposal suggested payment of an additional \$853.00 per month until the arrears are cleared. She received no reply and followed up by text message on November 19, 2023 and still received no reply. We find, for the purposes of subsection 83(6), that the Landlord has attempted to negotiate an agreement with the Tenant for the payment of the arrears.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to March 31, 2024 are \$23,050.00.
12. The Landlord collected a rent deposit of \$2,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit must be applied to the last rental period of the tenancy if the tenancy is terminated.
13. Interest on the rent deposit, in the amount of \$97.09 is owing to the Tenant for the period from September 29, 2022 to March 6, 2024.

### **Relief from Eviction**

14. The Tenant "absolutely" agreed that she has not been paying her rent and cannot afford to continue to live in the unit. Instead, she requested a postponement of eviction until March 31, 2024. The Tenant described serious personal circumstances which have prevented her from paying rent.
15. The Landlord testified to the significant prejudice she is facing because of the arrears and requested a standard order.
16. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), we find that it would not be unfair to postpone the eviction until March 31, 2024 pursuant to subsection 83(1)(b) of the Act.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

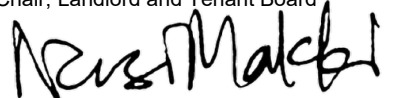
**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order as described below.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$23,236.00 if the payment is made on or before March 31, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,271.53. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting March 31, 2024 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2024, then starting April 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 April 1, 2024.



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Harry Cho  
Vice Chair, Landlord and Tenant Board



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Nersi Makki

**March 27, 2024**  
**Date Issued**

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 October 1, 2024 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.

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

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2024**

Rent Owing To March 31, 2024	\$23,050.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$23,236.00</b>

**B. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$20,882.62
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,700.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$97.09
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$18,271.53</b>
Plus daily compensation owing for each day of occupation starting March 7, 2024*	\$88.77 (per day)

\* Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 per month x 12 months, divided by 365 days.