



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

Citation: Khan v Horvath, 2024 ONLTB 3375

Date: 2024-02-14

File Number: LTB-L-078106-22

In the matter of: UPSTAIRS, 2 KENHILL DR
ETOBICOKE ON M9V2M2

Between: Farah Khan

Landlord

And

Peter Horvath
Eva Lakatos
Angelika Horvath
Ketrin Horvath
Diana Horvath

Tenants

I hereby certify this is a
true copy of an Order dated
FEB 14, 2024
Landlord and Tenant Board

Farah Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Horvath, Eva Lakatos, Angelika Horvath, Ketrin Horvath and Diana Horvath (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 4, 2023.

Only the Landlord, the Landlord's agent, Mahbub Osmani, and the Landlord's representative, Christina Nastas, attended the hearing.

As of 9:49 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.54. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.

6. The rent arrears owing to December 31, 2023 are \$37,190.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Monetary Jurisdiction of the Board

9. The Landlord claims \$37,376.00, which represents the arrears of rent for the period ending December 31, 2023, and the \$186.00 filing fee.
10. The Landlord's representative was informed that pursuant to subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act'), the monetary jurisdiction of the Board is \$35,000.00.

Subsections 207(1), (2) and (3) states as follows,

1. The Board may, where it otherwise has the jurisdiction, order the payment to any given person of an amount of money up to the greater of \$35,000.00* (as amended) and the monetary jurisdiction of the Small Claims Court.
 2. A person entitled to apply under this Act but whose claim exceeds the Board's monetary jurisdiction may commence a proceeding in any court of competent jurisdiction for an order requiring the payment of that sum and, if such a proceeding is commenced, the court may exercise any powers that the Board could have exercised if the proceeding had been before the Board and within its monetary jurisdiction.
 3. If a party makes in an application for payment of a sum equal to or less than the Board's monetary jurisdiction, all rights of the party in excess of the Board's monetary jurisdiction are extinguished once the Board issues its order. If the Landlord decides that he would rather commence a proceeding in another court of competent jurisdiction for an order requiring the payment of the sum he is claiming, the Landlord will make a request to the Board to withdraw this application.
11. The Landlord's representative submitted that the Landlord understood and acknowledged that the amount exceeding the Board's jurisdiction would be extinguished forever by this order pursuant to subsection 207(3) of the Act and instructed the Board that they wished to proceed with this application.

Relief from Eviction

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants did not attend the hearing to request relief from eviction.

It is ordered that:

1. Unless the Tenants void this order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 25, 2024.

Pay and Go Option

2. The Tenants shall pay to the Landlord \$35,000.00*, which represents the amount of rent owing and compensation up to the hearing date.
3. Normally, the Tenants would also be ordered to pay to the Landlord compensation of \$80.54 per day for the use of the unit starting the day after the hearing until the date the Tenants actually moves out of the unit or gets evicted by the Sheriff. In this case since the rent arrears have already reached the maximum monetary jurisdiction of the LTB, no further amounts shall be awarded.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application. Costs are a reimbursement to the Landlord.
5. If the Tenants do not pay the Landlord the full amount owing* of \$35,186.00 on or before February 25, 2024, the Tenants will start to owe interest. This will be simple interest calculated from February 26, 2024 at 7.00% annually on the balance owing.
6. If the unit is not vacated on or before February 25, 2024, then starting February 26, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 February 26, 2024.

Pay and Stay Option

8. **If, on or before February 25, 2024, the Tenants pay the amount of \$35,000.00** to the Landlord or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated, and the Tenants could remain in the unit. If this payment is not made in full and on time, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.**
9. 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 February 25, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

February 14, 2024
Date Issued



Jessica Lapkowski
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 August 26, 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.