



I hereby certify this is a true copy of an Order dated

DEC 08, 2023

Landlord and Tenant Board

Order under Section 69 Residential Tenancies Act, 2006

Citation: Gill v Pereira, 2023 ONLTB 79660

Date: 2023-12-08

File Number: LTB-L-048580-23

In the matter of: 2(@Backyard Upper Door), 33 HARROW ST
MISSISSAUGA ON L4T1J6

Between: Sukhjeet Gill and Jasreen Gill Landlords

And

Helena Dos Anjos Mota Pereira and Tenants
Sarabhjeet Singh

Sukhjeet Gill and Jasreen Gill (the 'Landlords') applied for an order to terminate the tenancy and evict Helena Dos Anjos Mota Pereira and Sarabhjeet Singh (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 20, 2023.

The Landlord, Sukhjeet Gill ('SG') and the Tenants attended the hearing.

Determinations:

1. The Landlords 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 Tenant, Sarabhjeet Singh ('SS'), was still in possession of the rental unit. The Tenant, Helena Dos Anjos Mota Pereira ('HP'), moved out of the rental unit on October 12, 2023. This was after this application was filed. The evidence was that HP's interest in the tenancy was not terminated in a manner permitted by the Act (for example, by agreement of the Landlords and Tenants). HP said she still has some personal property in the rental unit, but does not plan to move back into the rental unit.
3. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 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 November 30, 2023 are \$19,200.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$1,500.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$55.27 is owing to the Tenants for the period from June 1, 2022 to November 20, 2023.
10. SG said that he has been asking the Tenants to agree to a payment plan to repay the rent arrears since January 2023, and that filing this application was his last resort. He said a payment plan was agreed to at one point, but the Tenants did not comply with it.
11. SG said he has a special needs child at home and the Tenant's non-payment of rent has taken a toll on his family. He said that this has also had an impact on his health.
12. SS said that the Tenants fell behind in paying the rent because HP lost her job and SS was not earning enough income. He said HP moved out so that SS could get a roommate to help pay the rent.
13. SS said he is now able to pay the rent plus \$400.00 per month toward the rent arrears. Paying the rent arrears at a rate of \$400.00 per month would take 4 years before the arrears would be paid in full. I find that denying eviction and implementing a payment plan of this length would be unfair in all of the circumstances.
14. SS said that if the tenancy is terminated, he would request that eviction be delayed to January or February 2024.
15. 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 not be unfair to postpone the eviction until January 31, 2024 pursuant to subsection 83(1)(b) of the Act to give SS a reasonable amount of time to find new living accommodation..

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$20,886.00 if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$22,386.00 if the payment is made on or before January 31, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 31, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 31, 2024**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$17,317.13. 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 Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$49.32 per day for the use of the unit starting November 21, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before January 31, 2024, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2024, then starting February 1, 2024, the Landlords 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 Landlords on or after February 1, 2024.

December 8, 2023
Date Issued

Mark Melchers
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 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2023

Rent Owing To December 31, 2023	\$20,700.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$20,886.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2024

Rent Owing To January 31, 2024	\$22,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$22,386.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$18,686.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$55.27
Less the amount the Landlords owes the Tenants for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlords	\$17,317.13
Plus daily compensation owing for each day of occupation starting November 21, 2023	\$49.32 (per day)