



Tribunals Ontario
Landlord and Tenant Board

Tribunaux décisionnels Ontario
Commission de la location immobilière

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

APR 26, 2023

Landlord and Tenant Board

Order under Section 69 Residential Tenancies Act, 2006

Citation: Yadav v Dowle, 2023 ONLTB 30911

Date: 2023-04-26

File Number: LTB-L-050605-22

LTB-L-001293-23

In the matter of: 32A CROSSLEY DR
PORT HOPE ON L1A3T4

Between: Harmeet Kaur Chadda and Vishan Kumar Landlords
Yadav

And

Dawn Dowle and Shawn Thomas Tenants

Harmeet Kaur Chadda and Vishan Kumar Yadav (the 'Landlords') applied for an order to terminate the tenancy and evict Dawn Dowle and Shawn Thomas (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe ('L1 application'). The Landlords also applied for an order to terminate the tenancy and evict the Tenants because they, another occupant of the rental unit or someone they permitted in the residential complex have substantially interfered with the reasonable enjoyment or a lawful right, privilege or interests of the Landlords, and to collect to collect money the Tenants owes for unpaid utilities ('L2 application').

This application was heard by videoconference on March 27, 2023.

The Landlords' legal representative, Amna Safdar, and the Tenant, Shawn Thomas ('ST'), attended the hearing. ST confirmed he appeared on behalf of both Tenants.

Only the L1 application was scheduled before me on March 27, 2023 but the parties asked that the L2 application also be brought forward so that both applications can be resolved through a consent agreement. The parties before me consented to the following order.

Determinations:

The L1 application

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 Tenants were still in possession of the rental unit.
3. The lawful monthly rent is \$3,000.00, with \$1,500.00 due on the first of the month and \$1,500.00 due on the sixteenth of the month.

4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The rent arrears owing to March 31, 2023 are \$20,005.00.
6. The Landlords incurred costs of \$186.00 for filing the L1 application and is entitled to reimbursement of those costs.

The L2 application

7. The Tenants owe the Landlords \$2,855.04 for unpaid utilities to the end of February 2023.
8. The Landlords incurred costs of \$186.00 for filing the L2 application, and are entitled to reimbursement of those costs.

Summary

9. The total amount the Tenants owe the Landlords for rent arrears to the end of March 2023, unpaid utilities to the end of February 2023, and the costs of filing the L1 application and the L2 application is \$23,232.04.
10. The Landlords collected a rent deposit of \$3,000.00 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.
11. Interest on the rent deposit, in the amount of \$61.64 is owing to the Tenants for the period from June 1, 2022 to March 27, 2023.

It is ordered on consent that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order. The parties' consent included that this order would be voided if the Tenants pays the total amount owed based both on the L1 application and the L2 application. For this reason, the first \$3,041.04 paid by the Tenants shall be deemed to be payment for the amount owing on the L2 application, and costs for filing the L2 application.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$26,232.04 if the payment is made on or before April 30, 2023. 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 April 30, 2023 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 April 30, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$19,833.41. This amount includes rent arrears owing up to the date of the hearing and the cost of filing

the L1 application and \$2,855.04 for unpaid utilities and the cost of filing the L2 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 \$98.63 per day for the use of the unit starting March 28, 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 April 30, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2023, then starting May 1, 2023, 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 May 1, 2023.



Mark Melchers
Member, Landlord and Tenant Board

April 26, 2023
Date Issued

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 November 1, 2023 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 April 30, 2023

Rent Owing To April 30, 2023, on consent	\$23,005.00
Application Filing Fee (L1 application)	\$186.00
Owed on the L2 application, on consent	\$2,855.04
Application Filing Fee (L2 application)	\$186.00
Total the Tenants must pay to continue the tenancy	\$26,232.04

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

Rent Owing To Hearing Date	\$19,668.01
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Owed on the L2 application, on consent	\$2,855.04
Application Filing Fee (L2 application)	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$61.64
Total amount owing to the Landlords	\$19,833.41
Plus daily compensation owing for each day of occupation starting March 28, 2023	\$98.63 (per day)