



FEB 12, 2024

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

Citation: Khanna Holdings Inc. v Kane, 2024 ONLTB 10368

Date: 2024-02-12

File Number: LTB-L-066122-23

In the matter of: 10, 299 SIMCOE ST S
OSHAWA ON L1H4H5

Between: Khanna Holdings Inc.

Landlord

And

Tyler Kane

Tenant

Khanna Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tyler Kane (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2024.

Only the Landlord's agent, Sara Cowan attended the hearing. As of 2:07 p.m., the Tenant was 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:

Preliminary Request to Amend the application

1. At the start of the hearing the Landlord's agent requested to amend the application to change the unit number of the rental unit. The unit number on the application was unit 12.
2. It is noted that the N4 notice of termination correctly indicates the unit number of the rental unit is unit 10.
3. Rule 15 also stated that the Board may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.
4. It is noted that this request to amend the L1 application does not change any other part of the Landlord's claim for arrears of rent. The request to amend is based on a clerical error where in the Landlord placed the wrong unit number on the application. The amendment would cause no prejudice to either side but would clearly set out the correct unit number in the order. As a result, even in the absence of the Tenant the amendment was granted.

5. After the hearing, the Tenant sent the Board an email indicating that they were attempting to attend the hearing however, due to technical difficulties that Tenant was unable to attend and the matter proceeded as uncontested.
6. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,416.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$46.55. This amount is calculated as follows: \$1,416.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to January 31, 2024 are \$8,484.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$925.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$54.25 is owing to the Tenant for the period from March 13, 2020 to January 22, 2024.

Relief from eviction

15. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. The Landlord's representative submitted that the Landlord is unaware of any circumstances of the Tenant that would cause the termination of the tenancy to be delayed or denied.
17. The Tenant did not attend the hearing to give evidence of their circumstances and thus, I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord:**
 - \$10,086.00 if the payment is made on or before February 23, 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 February 23, 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 February 23, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,298.85. 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 \$46.55 per day for the use of the unit starting January 23, 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 February 23, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 24, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 23, 2024, then starting February 24, 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 February 24, 2024.

February 12, 2024
Date Issued



Camille Clyne
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 24, 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 February 23, 2024

Rent Owing To February 29, 2024	\$9,900.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$10,086.00

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

Rent Owing To Hearing Date	\$8,092.10
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$925.00
Less the amount of the interest on the last month's rent deposit	- \$54.25
Total amount owing to the Landlord	\$7,298.85
Plus daily compensation owing for each day of occupation starting January 23, 2024	\$46.55 (per day)