



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jaffer v Squires, 2022 ONLTB 5603

Date: 2022-09-09

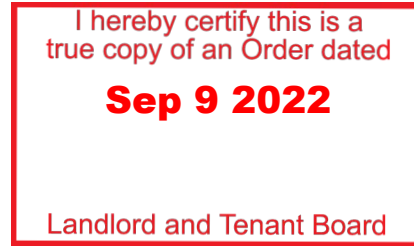
File Number: LTB-L-022271-22

In the matter of: UNIT 1, 136 CLAYMORE CRES
OSHAWA ON L1G6G2

Between: Rahim Jaffer

And

Sarah Squires,
Timothy Davis



Landlord

Tenants

Rahim Jaffer (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Squires and Timothy Davis (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 1, 2022.

Only the Landlord and his Landlord's Legal Representative, Wazchma Aflazy, attended the hearing.

As of 9:51 AM, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlord Tenant Board. 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 \$1,809.96. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.51. This amount is calculated as follows: \$1,809.96 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 the Landlord are \$25,232.14.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,809.96 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.
9. Interest on the rent deposit, in the amount of \$74.21 is owing to the Tenant for the period from February 1, 2019, to September 1, 2022.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$25,418.14 if the payment is made on or before September 20, 2022. See Schedule 1 for the calculation of the amount owing.
3. **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 September 20, 2022.**
4. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$23,533.97. 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.
5. The Tenant shall also pay the Landlord compensation of \$59.51 per day for the use of the unit starting September 2, 2022, until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before September 20, 2022, the Tenant will start to owe interest. This will be simple interest calculated from September 21, 2022, at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before September 20, 2022, then starting September 21, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 September 21, 2022.

September 9, 2022
Date Issued

Stephanie Kepman
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 March 21, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before September 20, 2022

Rent Owing To the Landlord:	\$25,232.14
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,418.14

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

Rent Owing To Hearing Date	\$25,232.14
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,809.96
Less the amount of the interest on the last month's rent deposit	- \$74.21
Total amount owing to the Landlord	\$23,533.97
Plus daily compensation owing for each day of occupation starting September 2, 2022	\$59.51 (per day)