



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

**Citation:** Pappachan v McIntyre, 2023 ONLTB 25104

**Date:** 2023-03-23

**File Number:** LTB-L-042987-22

**In the matter of:** Basement, 1035 SOMERVILLE ST  
OSHAWA ON L1G4K2

**Between:** Bins Pappachan

**And**

Andrew McIntyre

I hereby certify this is a  
true copy of an Order dated  
**MAR 23, 2023**  
  
Landlord and Tenant Board

Landlord

Tenant

Bins Pappachan (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew McIntyre (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 28, 2023. The Landlord and the Landlord's representative, Gigi George, attended the hearing. As of 4:53 pm, 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:**

1. On July 11, 2022, via email, the Landlord served the Tenant with a valid Notice to End the Tenancy Early for Non-payment of Rent (N4 Notice) with a termination date of July 25, 2022. The Landlord testified that the Tenant consented to receive notices via email in the lease agreement - signed by the Tenant on May 1, 2022. I therefore find that the N4 was served to the Tenant pursuant to s. 191(1)g of the *Residential Tenancies Act, 2006* (the "Act") and in accordance with the Board's Rules of Procedure 3.1h.
2. The Landlord testified further that during his phone conversation with the Tenant on July 11, 2022, the Tenant acknowledged receipt of the N4 Notice via email. I therefore also find that s. 191(2) of the Act applies. In either case, pursuant to s. 191(1)g of the Act or s. 191(2) of the Act, I find that the Landlord provided the Tenant with notice as required by s. 59(1)(b) of the Act.
3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
6. 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.

7. The Tenant has paid \$2,141.48 to the Landlord since the application was filed.
8. The rent arrears owing to February 28, 2023 are \$9,858.52.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,500.00 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.
11. Interest on the rent deposit, in the amount of \$31.23 is owing to the Tenant for the period from May 1, 2022 to February 28, 2023.
12. The Landlord testified that since the rent arrears started he has contacted the Tenant many times regarding an arrears repayment plan, but the Tenant never agreed to any payment plan proposed by the Landlord. The Landlord testified further that since January 24, 2023 the Tenant has not responded to any of his communication efforts, to include an email he sent the Tenant on February 12, 2023, seeking to establish an arrears repayment plan. The Landlord remarked that this tenancy has been financially and emotionally stressful.
13. 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.
14. The Landlord was not aware of any circumstances that should be considered in a determination of whether to provide the Tenant with eviction relief, nor was the Tenant or his representative present at the hearing to provide submissions with respect to the Tenant's relief from eviction. For these reasons, it would be unfair to the Landlord to grant the Tenant with eviction relief.

**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 or to the LTB in trust:**
  - \$11,544.52 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$13,044.52 if the payment is made on or before April 3, 2023. 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 April 3, 2023 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 April 3, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,513.29. 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 \$49.32 per day for the use of the unit starting March 1, 2023 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 April 3, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 4, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 3, 2023, then starting April 4, 2023, 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 April 4, 2023.

**March 23, 2023**  
**Date Issued**

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Frank Ebner  
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 October 4, 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 March 31, 2023**

Rent Owing To March 31, 2023	\$13,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,141.48
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$11,544.52</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 3, 2023**

Rent Owing To April 30, 2023	\$15,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,141.48
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$13,044.52</b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$12,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,141.48
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$31.23
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$8,513.29</b>
Plus daily compensation owing for each day of occupation starting March 1, 2023	\$49.32 (per day)