



## Order under Section 69 Residential Tenancies Act, 2006

Citation: Patel v Abukar, 2023 ONLTB 19087

Date: 2023-02-08

File Number: LTB-L-033047-22

**In the matter of:** 611, 102 Grovewood Common  
Oakville ON L6H0X2

**Between:** Bharatiben Pramod Patel  
and Pramod Babulal Patel

**And**

Nadia Abukar

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

**Feb 8 2023**

Landlord and Tenant Board

Landlord

Tenant

Bharatiben Pramod Patel and Pramod Babulal Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Nadia Abukar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also claimed charges related to NSF cheques.

Mediation was held on February 2, 2023. The following participated in the mediation: The Landlord's legal representative, Desislava (Daisy) Yordanova along with Pramod Patel; and the Tenant, Nadia Abukar. The Tenant confirmed that she spoke with Tenant Duty Counsel prior to the mediation.

### The parties agree that:

- 1) The tenancy is terminated effective March 31, 2023.
- 2) The lawful rent is \$1,900.00. It is due on the 1<sup>st</sup> day of each month.
- 3) Based on the monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.
- 4) The rent arrears owing to February 28, 2023 are \$19,000.00 plus \$186,00 for the application filing fee cost plus \$20.00 in NSF related charges. The total amount owing by the Tenant is \$19,206.00 to February 28, 2023.
- 5) The Landlord collected a rent deposit of \$1,900.00 plus a \$250.00 key deposit. The key deposit will be returned to the Tenant when the key is returned to the Landlord.
- 6) No interest has been paid on the last month's rent deposit which was collected September 1, 2021. The interest will be deducted from the total amount owing by the Tenant.

The parties also consented to the following order. I was satisfied that the parties understood the consequences of their consent.

**On consent, it is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2023.
2. If the unit is not vacated on or before March 31, 2023, then starting April 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 1, 2023.
4. The Tenant shall pay to the Landlord \$19,195.82, which represents the amount of rent owing February 28, 2023 (\$19,000.00), plus costs (\$186.00), plus NSF related charges (\$20.00), less interest owing on the last month's rent deposit (\$10.18).
5. The Tenant's last month's rent deposit of \$1,900.00 shall be applied to the month of March 2023.
6. If the Tenant does not vacate the unit on or before March 31, 2023, the Tenant shall also pay to the Landlord \$62.47 per day for compensation for the use of the unit starting April 1, 2023 to 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 March 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2023 at 5.00% annually on the balance outstanding.

**February 8, 2023**  
**Date Issued**

  
Stephan Kozak  
Hearing Officer, 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 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.