



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

Citation: Gogia v Quenneville, 2023 ONLTB 75337

Date: 2023-11-15

File Number: LTB-L-049936-23

In the matter of: 1657 Fieldcrest Lane
Tecumseh ON N8N4Z8

Between: Bhupinder Gogia
Gurmeet Gogia

And

Anne marie Marie danielle Quenneville

I hereby certify this is a
true copy of an Order dated
NOV. 15, 2023
Landlord and Tenant Board

Landlords

Tenant

Bhupinder Gogia and Gurmeet Gogia (the 'Landlord') applied to the Landlord and Tenant Board (LTB) for an order to terminate the tenancy and evict Anne marie Marie danielle Quenneville (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 7, 2023.

The Landlord's representative John Kulikowski and the Tenant attended the hearing. The Tenant met with Duty Counsel prior to the hearing.

At the hearing, the parties engaged in mediation with hearing officer D. Knight. As a result of the resolution discussion, the parties reached a settlement of all issues arising from the Application for the period up to the date of the hearing.

Agreed Facts:

1. The Landlord served the Tenant with a 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2023, are \$15,400.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

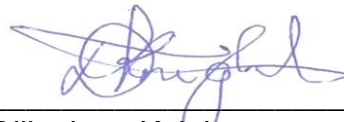
8. The Landlord collected a rent deposit of \$2,200.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$33.15 is owing to the Tenant for the period from April 2, 2023, to November 7, 2023.

It is ordered on consent that:

1. The Tenant owes the Landlord \$19,792.41 for arrears of rent up to November 30, 2023, and the cost of filing the application.
2. The Tenant shall pay rent for December 2023 on or before December 1, 2023
3. The Tenant shall pay rent for January 2023 on or before January 1, 2024.
4. If the Tenant fails to make any one of the payments in accordance with paragraph 2 and 3, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after November 30, 2023.
5. **The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.**
6. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust the total amount in paragraph 2 and 3 as well as the following:**
 - \$17,786.00 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.
7. 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 28, 2024, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
8. **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 28, 2024**
9. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,352.85. 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.

10. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting November 8, 2023, until the date the Tenant moves out of the unit.
11. If the Tenant fails to make any payments as set out in this order, the monies owing shall bear interest at the post judgement interest rate determined under subsection 207(7) of the *Residential Tenancies Act, 2006*.
12. If the unit is not vacated on or before February 28, 2024, then starting February 29, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
13. 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 29, 2024.

November 15, 2023
Date Issued



Dillanique Knight
Hearings 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 August 31, 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 28, 2024

Rent Owing To February 29, 2024	\$17,600
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$17786

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

Rent Owing To Hearing Date	\$15400
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$33.15
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$13,352.85
Plus daily compensation owing for each day of occupation starting November 8, 2023	\$72.33 (per day)