



Order under Section 69 Residential Tenancies Act, 2006

Citation: Thind v Moore, 2023 ONLTB 16221

Date: 2023-01-27

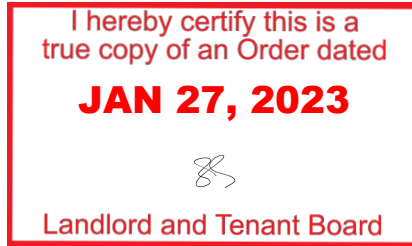
File Number: LTB-L-027640-22

In the matter of: UPPER LEVEL, 14 HERRICK DR
BRAMPTON ON L7A5G2

Between: Hardeep Thind
Jagmohan Thind

And

Claudine Moore
Sheldon Moore



Landlords

Tenants

Hardeep Thind and Jagmohan Thind (the 'Landlords') applied for an order to terminate the tenancy and evict Claudine Moore and Sheldon Moore (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 17, 2023.

The Landlord Jagmohan Thind and the Tenants Claudine Moore and Sheldon Moore and an Occupant Shelly Ann Moore attended the hearing.

Determinations:

1. At the hearing the Landlord relied on oral submissions and referred to documents to support their application. The Tenants were also given an opportunity to provide submissions and evidence.

Adjournment Request

2. The Tenants requested an adjournment of the hearing as they were awaiting additional information from a tenants support organization that could result in assistance with rental arrears. The Tenants advised me they had first contacted Preventing Homelessness in Peel in March of 2022 and the process has been ongoing. The organization requested additional information from the Tenants in November 2022 and it was provided in December 2022.
3. The Landlord was opposed to the adjournment request as the rental arrears alleged were substantial. I denied the request to adjourn the hearing as little information was supplied by the Tenants as to what had taken place since this organization was first contacted in March of 2022. I was not convinced waiting for a response from the tenant support service outweighed the prejudice the Landlord would face if the matter were adjourned given the

real potential the Landlord's claim would be beyond the Board's monetary jurisdiction by the time it was rescheduled. As a result, the hearing proceeded.

L1 Application

4. 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.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$3,300.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$108.49. This amount is calculated as follows: \$3,300.00 x 12, divided by 365 days.
8. The Tenants have paid \$8,150.00 to the Landlord since the application was filed. The Tenants evidence was they believed they had paid an additional \$4,000.00 to the Landlord. The Tenants did not provide any dates these payments were made nor did they submit any receipts as evidence of them. I was not convinced on a balance of probabilities this additional sum of \$4,000.00 was paid to the Landlord since the application was filed.
9. The rent arrears owing to January 31, 2023 are \$26,500.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$3,300.00 from the Tenants 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.
12. Interest on the rent deposit, in the amount of \$39.97 is owing to the Tenants for the period from February 2, 2022 to January 17, 2023.
13. The Landlord sought an eviction within eleven days of this order. His evidence was he attempted to reach a repayment agreement with the Tenants to address the rental arrears but the Tenants did not follow through on an agreement he believed was in place.
14. The Tenants testified that they had suffered unemployment and delays in receiving Employment Insurance payments. One of the Tenants had a significant knee injury and was away from work for approximately eight months. The other Tenant was involved in an assault and lost his job as a result of mental health issues.
15. The Tenants' household consists of three adults and three children on a day to day basis. Three additional children reside at the rental unit at various times over the course of a month.
16. The Tenants requested a payment plan and I canvassed the household income to determine if this was feasible. I was not convinced the current household income could support the monthly rent and a meaningful payment towards the rent arrears.
17. 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 not be unfair to

postpone the eviction until April 1, 2023 pursuant to subsection 83(1)(b) of the Act. I am mindful the Tenants will require some additional time to find alternative housing that can accommodate a family of at least six on a day to day basis. I have also taken into account one of the Tenants continues to recover from a knee injury that could make moving difficult.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$26,686.00 if the payment is made on or before January 31, 2023. See Schedule 1 for the calculation of the amount owing.
 - OR**
 - \$29,986.00 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.
 - OR**
 - \$33,286.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.
 - OR**
 - \$36,586.00 if the payment is made on or before April 1, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 1, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 1, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$21,890.36. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$108.49 per day for the use of the unit starting January 18, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 1, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 2, 2023 at 5.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 1, 2023, then starting April 2, 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 2, 2023.



January 27, 2023

Date Issued

John Cashmore

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 2, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2023

Rent Owing To January 31, 2023	\$34,650.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,150.00
Total the Tenants must pay to continue the tenancy	\$26,686.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2023

Rent Owing To February 28, 2023	\$37,950.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,150.00
Total the Tenants must pay to continue the tenancy	\$29,986.00

C. Amount the Tenants 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	\$41,250.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,150.00
Total the Tenants must pay to continue the tenancy	\$33,286.00

D. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 1, 2023

Rent Owing To April 30, 2023	\$44,550.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,150.00
Total the Tenants must pay to continue the tenancy	\$36,586.00

E. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$33,194.33
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,150.00
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$39.97
Total amount owing to the Landlord	\$21,890.36
Plus daily compensation owing for each day of occupation starting January 18, 2023	\$108.49 (per day)