



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

Citation: SHARMA v BEILBY, 2022 ONLTB 6299

Date: 2022-09-15

File Number: LTB-L-008799-22

In the matter of: 202, 298 MAIN STREET
MATTAWA ON P0H1V0

Between: Gautam Sharma

And

Tyler Beilby

I hereby certify this is a
true copy of an Order dated
SEP 15, 2022
Landlord and Tenant Board

Landlord

Tenant

Gautam Sharma (the 'Landlord') applied for an order to terminate the tenancy and evict Tyler Beilby (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 20, 2022. The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid 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 \$950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,450.00 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2022, are \$5,150.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

RELIEF FROM EVICTION

9. During the hearing, the Tenant testified that he was incarcerated from May 2022 until approximately a week before the scheduled hearing. He testified that he would like to remain in the unit and proposed a payment plan. Essentially, the payment plan proposed by the Tenant was \$300.00 a month, until the arrears were paid in full (approximately 18 months). The Landlord opposed the plan.
10. I canvassed the Tenant with respect to his income and his expenses. The Tenant's source of income is ODSP and receives a total income of \$1154.00 per month. After the monthly rent is deducted from the Tenant's income, he has approximately \$200.00 for other expenses, and pay the Landlord back the arrears. The Tenant also testified that he would be receiving financial assistance from his adult daughter, who lived in the unit with him. However, she was not present at the hearing to give any evidence regarding this proposed financial support.
11. Based on the evidence before me and the quantum of arrears, I find that the tenancy is no longer viable. I say this because the arrears started to accrue before the Tenant was incarcerated and the Tenant's income is insufficient to sustain the tenancy while being able to pay back the arrears owed to the Landlord.
12. I accept the evidence and am sympathetic to the fact that the Tenant was recently incarcerated and is a recipient of ODSP, however I note that while they would not have known the result of my decision, the delay in releasing my decision coupled with the inevitable delay in enforcement, has provided the Tenants with more than additional 30 days since the hearing was held.
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.

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:**
 - \$7,251.00 if the payment is made on or before September 26, 2022. 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 September 25, 2022 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 September 26, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,025.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$31.23 per day for the use of the unit starting July 21, 2022 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 September 26, 2022, the Tenant will start to owe interest. This will be simple interest calculated from September 27, 2022 at 3.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 26, 2022, then starting September 27, 2022, 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 September 27, 2022.

September 15, 2022
Date Issued



Curtis Begg
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 26, 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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 26, 2022

| | |
|--|-------------------|
| Rent Owing To September 30, 2022 | \$9,500.00 |
| Application Filing Fee | \$201.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$2,450.00 |
| 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 | - \$ |
| Total the Tenant must pay to continue the tenancy | \$7,251.00 |

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

| | |
|--|----------------------|
| Rent Owing To Hearing Date | \$7,274.60 |
| Application Filing Fee | \$201.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$2,450.00 |
| 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 | - \$ |
| Less the amount of the interest on the last month's rent deposit | - \$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 | - \$ |
| Total amount owing to the Landlord | \$5,025.60 |
| Plus daily compensation owing for each day of occupation starting July 21, 2022 | \$31.23 (per day) |