



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

Citation: Haider v Mariotti, 2023 ONLTB 51506

Date: 2023-07-21

File Number: LTB-L-046470-22

In the matter of: 234 PRESSED BRICK DR
BRAMPTON ON L6V4L3

Between: Syed Haider and Jabeen Zehra

And

Natasha Mariotti and Rhjeed Russell

I hereby certify this is a
true copy of an Order dated
JUL 21, 2023
Landlord and Tenant Board

Landlords

Tenants

Syed Haider and Jabeen Zehra (the 'Landlords') applied for an order to terminate the tenancy and evict Natasha Mariotti and Rhjeed Russell (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenant owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenant's rent (L2 Application).

This application was heard by videoconference on May 31, 2023.

Only the Landlords' legal representative, Ravinder Bassi ('RB'), attended the hearing.

As of 9:35 a.m., the Tenants were 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 Landlords' evidence.

Determinations:

L1 Application

1. The Landlords 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
5. The Tenants have paid \$3,650.00 to the Landlords since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$27,800.00.

7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,450.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$64.98 is owing to the Tenants for the period from November 1, 2021 to May 31, 2023.

L2 Application – Persistent Late Payment of Rent

10. On July 18, 2022, the Landlords served the Tenants with a valid N8 notice of termination for persistently failing to pay the rent by the date it was due.
11. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent was paid late in each of the seven months from January 2022 to July 2022, as alleged in the N8 notice.

Section 83

12. The evidence before me was that the rent has not been paid on time for any month after July 2022 up to the hearing date. Therefore, the Tenants have failed to pay the rent by the date it was due for every month from January 2022 to May 2023.
13. RB was not aware of any other circumstances that should be considered with respect to whether eviction should be delayed or denied.
14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before August 1, 2023.
2. The Tenants shall pay to the Landlords \$25,471.02. 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 Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall also pay the Landlords compensation of \$80.55 per day for the use of the unit starting June 1, 2023 until the date the Tenants moves out of the unit.
4. If the Tenants does not pay the Landlords the full amount owing on or before August 1, 2023, the Tenants will start to owe interest. This will be simple interest calculated from August 2, 2023 at 6.00% annually on the balance outstanding.
5. If the unit is not vacated on or before August 1, 2023, then starting August 2, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

6. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after August 2, 2023.

July 21, 2023
Date Issued

Mark Melchers
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 February 2, 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 Tenants must pay because the tenancy is terminated

Rent Owing To Hearing Date	\$31,450.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$3,650.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,450.00
Less the amount of the interest on the last month's rent deposit	- \$64.98
Less the amount the Landlords owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlords	\$25,471.02
Plus daily compensation owing for each day of occupation starting June 1, 2023	\$80.55 (per day)

