



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

**File Number:** CEL-01416-21

**In the matter of:** MAIN FLOOR, 3087 REDBANK CRESCENT  
MISSISSAUGA ON L4T1V2

**Between:** Harjit Singh Landlords  
Rajwinder Kaur

**and**

Ahad Khan Tenants  
Amberin Tasmia

Harjit Singh and Rajwinder Kaur (the 'Landlords') applied for an order to terminate the tenancy and evict Ahad Khan and Amberin Tasmia (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 24, 2022. The Landlord's Legal Representative, Shalini Puri, and the Tenant, Ahad Khan on behalf of both Tenants, attended the hearing.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from May 1, 2021 to February 28, 2022. Because of the arrears, the Landlords served a Notice of Termination effective July 8, 2021.
2. The Tenants are in possession of the rental unit.
3. The monthly rent is \$2,300.00.
4. The Landlords are not holding a last month's rent deposit.
5. The Tenants paid \$2,800.00 after the application was filed.
6. I have considered all of the disclosed circumstances in accordance with subsection 83 of the Residential Tenancies Act, 2006 (RTA), including the impact of COVID-19 on the parties and whether the Landlords attempted to negotiate a repayment agreement with the Tenants, 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. Unless the Tenants void the order as set out below, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before **March 15, 2022**.
2. The Tenants shall pay to the Landlords **\$19,778.11\***, which represents the amount of rent owing and compensation up to March 4, 2022.
3. The Tenants shall also pay to the Landlords **\$75.62** per day for compensation for the use of the unit starting March 5, 2022 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlords **\$186.00** for the cost of filing the application.
5. If the Tenants do not pay the Landlords the full amount owing\* on or before March 15, 2022, the Tenants will start to owe interest. This will be simple interest calculated from March 16, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 15, 2022, then starting March 16, 2022, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 March 16, 2022.
8. If, on or before March 15, 2022, the Tenants pay the amount of **\$21,986.00\*\*** to the Landlords or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated and the Tenants could remain in the unit. If this payment is not made in full and on time, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. The Tenants may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after March 16, 2022 but before the Sheriff gives vacant possession to the Landlords. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlords.

**March 4, 2022**  
**Date Issued**

\_\_\_\_\_  
Michael Di Salle  
Member, Landlord and Tenant Board

Central-RO  
3 Robert Speck Pkwy, 5th Floor  
Mississauga ON L4Z2G5

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 September 16, 2022 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.

\* Refer to section A on the attached Summary of Calculations.

\*\* Refer to section B on the attached Summary of Calculations.

**Schedule 1  
SUMMARY OF CALCULATIONS**

File Number: CEL-01416-21

2022 CanLII 137376 (ON LTB)

**A. Amount the Tenants must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	May 1, 2021 to July 8, 2021	\$4,504.93
Less the amount the Tenants paid to the Landlords		-\$2,800.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 9, 2021 to March 4, 2022	\$18,073.18
Amount owing to the Landlords on the order date: (total of previous boxes)		<b>\$19,778.11</b>
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting March 5, 2022:		\$75.62 (per day)
<b>Total the Tenants must pay the Landlords if the tenancy is terminated:</b>		<b>\$19,964.11, + \$75.62 per day starting March 5, 2022</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	May 1, 2021 to March 31, 2022	\$24,600.00
Less the amount the Tenants paid to the Landlords		-\$2,800.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before March 15, 2022	<b>\$21,986.00</b>