



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Pandya v Hariprasad, 2024 ONLTB 17477

**Date:** 2024-03-18

**File Number:** LTB-L-060682-22

**In the matter of:** 157 Closson Drive  
Whitby ON L1N9Y6

**Between:** Kamlesh Pandya  
Sandeep Patel

**And**

Arjun Hariprasad  
Anita Dipchand

I hereby certify this is a  
true copy of an Order dated  
**MAR 18, 2024**  
Landlord and Tenant Board

Landlord

Tenant

Kamlesh Pandya and Sandeep Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Arjun Hariprasad and Anita Dipchand (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 29, 2024.

The Landlord, the Landlord's legal representative, Sriram Rangan ('SR'), and the Tenant, Anita Dipchand ('AD'), attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

### 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 \$3,000.00. It is due on the 17th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 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 March 16, 2024 are \$54,800.00.

7. AD challenged the amount claimed by the Landlord, and said that her husband was paying \$3,000.00 in cash every month until the last four or five months. The Landlord, Kamlesh Pandya ('KP') said that the Tenants initially paid rent by cheque, then there were several e-transfers, but they have never paid cash.
8. The Tenant did not present any receipt, banking record, or any other documentary evidence to support her assertions that any cash had been paid to the Landlord. Her only evidence was hearsay evidence that her husband told her that he had been paying the rent in cash.
9. I preferred the Landlord's evidence as to the rent arrears owing. The Landlord's evidence, including the L1/L9 update sheet and KP's *viva voce* evidence were clear, convincing, and cogent. The Tenants' evidence was vague hearsay evidence unsupported by any documentation.
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 \$2,650.00 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.
12. Interest on the rent deposit, in the amount of \$127.64 is owing to the Tenant for the period from September 20, 2021 to February 29, 2024.
13. AD said that he does not want to continue the tenancy, but wanted eviction delayed to the end of June 2024 because she has two kids in school and wants them to finish their academic year before moving. She said one of her kids is in grade 8 and the other is in high school. She said both Tenants receive their income from ODSP, and one of their children is also unwell.
14. The Landlord's position was that the Tenants have paid no rent in over 1.5 years. If the Tenants are on ODSP, he said they have not used their housing subsidy to pay rent. He said the Landlord still has to pay the mortgage, and requested that the Tenants be evicted 11 days after the issuance of the order.
15. I accept that the Tenants need a reasonable amount of time to find living accommodation but given the Tenants' payment history and the quantum of rent arrears, it would be unfair to delay eviction to the end of June 2024.
16. I note that the rent arrears already exceed the LTB's monetary jurisdiction. Once this order is issued, the Landlord's claim to any amount over \$35,000.00 is extinguished by operation of subsection 207(3) of the Act. The Landlords elected to proceed with this application despite this.
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 30, 2024 pursuant to subsection 83(1)(b) 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:**
  - \$57,986.00 if the payment is made on or before April 16, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$60,986.00 if the payment is made on or before April 30, 2024. 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 April 30, 2024 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 April 30, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$35,186.00**. The amount owing including rent arrears owing up to the date of the hearing and the cost of filing the application, minus the rent deposit and interest the Landlord owes on the rent deposit is \$50,490.55. Because this exceeds the LTB's monetary jurisdiction, only \$35,000.00 in rent arrears plus the \$186.00 filing fee must be paid if the Tenant does not void this order. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2024, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2024 at 7.00% annually on the balance outstanding.
7. If the unit is not vacated on or before April 30, 2024, then starting May 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 May 1, 2024.

**March 18, 2024**  
**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 November 1, 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 April 16, 2024**

Rent Owing To April 16, 2024	\$57,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$57,986.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2024**

Rent Owing To May 16, 2024	\$60,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$60,986.00</b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$53,082.19
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,650.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$127.64
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$50,490.55
<b>LTB Monetary Jurisdiction + filing fee:</b>	<b>\$35,186.00</b>