



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

Citation: PAPACONSTANTINOU v SINGH, 2023 ONLTB 27968

Date: 2023-03-28

File Number: LTB-L-065794-22

In the matter of: 2, 2038 DANFORTH AVENUE
TORONTO ON M4C1J6

Between: BOB PAPACONSTANTINOU Landlord

And

KOQILAVANI RATNAM Tenants
SANJAY SINGH

BOB PAPACONSTANTINOU (the 'Landlord') applied for an order to terminate the tenancy and evict KOQILAVANI RATNAM and SANJAY SINGH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 14, 2023. The Landlord, the Landlord's daughter, M. Papaconstantinou and the Tenant, Koqilavani Ratnam attended the hearing.

Preliminary Issue:

The Tenant's request for an adjournment because he intends to raise issues pursuant to section 82 of the Residential Tenancies Act, 2006 ('the Act') was denied. Section 183 of the *Residential Tenancies Act, 2006* provides that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. The Notice of Hearing was mailed to the Tenants on February 21, 2022 and was sufficient time to file a dispute to the Landlord's application.

The Tenant originally claimed that he was a minor when the unit was rented but later admitted he was not. He further claimed that his mother is not a Tenant but later admitted that she signed the tenancy agreement as a Tenant. I find that the Tenants are properly identified in the application.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were in possession of the rental unit.
3. The lawful rent is \$1,295.00.
4. Based on the Monthly rent, the daily rent/compensation is \$42.58. This amount is calculated as follows: \$1,295.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$14,540.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,200.00 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.
9. Interest on the rent deposit, in the amount of \$108.58 is owing to the Tenant for the period from May 20, 2017 to March 14, 2023.

Relief from Eviction

10. The Tenant, who moved into the rental unit in May 2017, did not dispute the Landlord's claim for arrears but requested a payment plan stating that he recently obtained employment. He was employed from September 2022 to November 2022 but paid no rent to the Landlord, who is a senior and relies on the rental income.
11. I have considered all 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. The amount outstanding is substantial, and the Tenant has only paid \$1,000.00, less than the monthly rent since the application was filed in August 2022.

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:**
 - \$14,741.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,036.00 if the payment is made on or before April 8, 2023. 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 8, 2023 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 8, 2023**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,733.54. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$42.58 per day for the use of the unit starting March 15, 2023 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 April 8, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 9, 2023 at 5.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 8, 2023, then starting April 9, 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 9, 2023.

March 28, 2023

Date Issued

Jitewa Edu

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 9, 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 Tenant 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	\$15,540.00
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$14,741.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 8, 2023

Rent Owing To April 30, 2023	\$16,835.00
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$16,036.00

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

Rent Owing To Hearing Date	\$14,841.12
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$108.58
Total amount owing to the Landlord	\$12,733.54
Plus daily compensation owing for each day of occupation starting March 15, 2023	\$42.58 (per day)