



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

Citation: Barot v Izzard, 2023 ONLTB 27316

Date: 2023-03-30

File Number: LTB-L-046658-22

In the matter of: 23 CAMILLERI RD
AJAX ON L1Z0T2

Between: Dhiren Barot,
Girish Pandey
Ketankumar Barot

And

Krystal Paula lee Cormack
Tyson Manuel Edmund Izzard

I hereby certify this is a
true copy of an Order dated
MAR 30, 2023
Landlord and Tenant Board

Landlords

Tenants

Dhiren Barot, Girish Pandey and Ketankumar Barot (the 'Landlord') applied for an order to terminate the tenancy and evict Krystal Paula Lee Cormack and Tyson Manuel Edmund Izzard (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 27, 2023.

The Landlords and the Tenant Krystal Paula Lee Cormack (KC) attended the hearing. The Tenant KC acknowledged speaking on behalf of the Tenant Tyson Manuel Edmund Izzard.

Determinations:

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 \$2,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$25,200.00. The Tenants do not dispute the arrears owing.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$2,800.00 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 \$80.01 is owing to the Tenants for the period from July 1, 2020 to February 27, 2023.

Section 83

10. Section 83 requires that I consider all the circumstances, including the Tenants' and the Landlords' situations to determine if it would be appropriate to grant section 83 relief from eviction.
11. The Tenants have resided at the rental unit for approximately 3 years and have children ages 12 to 20. The Tenant KC indicated she lost her job in December 2021 and indicated her subsequent employment has been impacted by health issues, including covid-19. At the hearing, the Tenant KC estimated the Tenants total monthly income right now is roughly \$7400/month. Although not a requirement in proving monthly income, there was no documentary evidence, or other independent verification evidence tendered in support of such income, or the Tenants' purported ability to make regular – or increased - payments towards the monthly rent of \$2800 and arrears. Notwithstanding the Tenants' professed monthly income, at the hearing the Tenant KC stated the Tenants stopped paying rent because they were confused after the Landlord had expressed an intention to sell the rental unit.
12. The Landlords submitted there should be no further delay beyond April 30, 2023. There have been no rent payments made since May 2022 and the current rent arrears are significant and growing. Moreover, the Landlord submitted the Tenants have also ceased paying their water account.
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 Landlords attempted to negotiate a repayment agreement with the Tenants. Given the Tenants' unwillingness and/or inability to make any rent payments over such a prolonged period of time, I find it would be unfair to deny eviction. Nonetheless, given all the circumstances noted at the hearing, including the Tenant's unfortunate personal circumstances and challenges in finding alternative accommodations, I find that it would not be unfair to postpone the eviction until April 30, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$28,186.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$30,986.00 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 30, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 30, 2023**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$22,191.34. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$92.05 per day for the use of the unit starting February 28, 2023 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2023 at 5.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 30, 2023, then starting May 1, 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 May 1, 2023.



March 30, 2023
Date Issued

Peter Nicholson
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, 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	\$28,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$0.00
Total the Tenant must pay to continue the tenancy	\$28,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2023

Rent Owing To April 30, 2023	\$30,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$0.00
Total the Tenant must pay to continue the tenancy	\$30,986.00

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

Rent Owing To Hearing Date	\$24,885.35
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$80.01

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	- \$0.00
Total amount owing to the Landlord	\$22,191.34
Plus daily compensation owing for each day of occupation starting February 28, 2023	\$92.05 (per day)