



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

Citation: Gupta v Dyce, 2024 ONLTB 9927

Date: 2024-02-08

File Number: LTB-L-064157-23

In the matter of: 3366 THUNDERBIRD PROM
PICKERING ON L1X0N1

Between: Kiran Gupta

And

Keiron Dyce and Akeya Ashley

I hereby certify this is a
true copy of an Order dated
FEB 08 2024
Landlord and Tenant Board

Landlord

Tenants

Kiran Gupta (the 'Landlord') applied for an order to terminate the tenancy and evict Keiron Dyce and Akeya Ashley (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord and the Tenant attended the hearing.

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 1st 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 January 31, 2024 are \$21,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,000.00 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 \$72.95 is owing to the Tenant for the period from February 9, 2023 to January 29, 2024.

10. The Tenants submitted that they have been withholding rent because of maintenance with the rental unit for which they have filed their own Tenant application with the Board.
11. The Tenant, Keiron Dyce (K.D.) testified that she stopped working in July 2023 and was having difficulties with the rent since the other Tenant had left the rental unit. The Tenant is currently working.
12. The Tenant Akeya Ashley testified that she is currently working two casual jobs.
13. The Tenants testified that they did request to pay the rent into the Board back in September 2023 which was denied.
14. The Tenants testified that they do not wish to continue the tenancy and have found a new place to live. They requested a payment plan to repay the arrears of rent they owe.
15. The Landlord testified that they have suffered financially because of the arrears of rent and that they have accrued. The Landlord had to take out a line of credit just to cover his mortgage and other payments related to the rental property.
16. The Tenants did not make any payments since June 2023.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

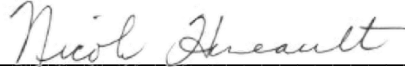
It is ordered that:

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:**
 - \$24,186.00 if the payment is made on or before February 19, 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 February 19, 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 February 19, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,973.32. 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 \$98.63 per day for the use of the unit starting January 30, 2024 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 February 19, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 20, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 19, 2024, then starting February 20, 2024, 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 February 20, 2024.

February 8, 2024

Date Issued



Nicole Huneault
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 August 20, 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 February 19, 2024

Rent Owing To February 29, 2024	\$24,000.00
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
Total the Tenant must pay to continue the tenancy	\$24,186.00

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

Rent Owing To Hearing Date	\$20,860.27
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$72.95
Total amount owing to the Landlord	\$17,973.32
Plus daily compensation owing for each day of occupation starting January 30, 2024	\$98.63 (per day)