



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Ramesh v Benny, 2023 ONLTB 27048

**Date:** 2023-09-18

**File Number:** LTB-L-047798-22

**In the matter of:** 2301, 349 RATHBURN RD W  
MISSISSAUGA ON L5B0G9

**Between:** Gowri Ramesh and Ramesh Kanapathippillai Landlord

**And**

Roxanne Andrea Ponniah Cecelia Benny and Leighton Kenley Tenant

Gowri Ramesh and Ramesh Kanapathippillai (the 'Landlord') applied for an order to terminate the tenancy and evict Roxanne Andrea Ponniah Cecelia Benny and Leighton Kenley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 15, 2023.

The Landlord, Landlord's representative Thirusenthuran Sivapatham 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 \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 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 31, 2023 are \$18,000.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant did not dispute the rent arrears. However, she mentioned that she had financial difficulties as some people owed her money and had yet to pay her. The Tenant claims that she is waiting to receive the payments from those people so that she can pay her rent arrears accordingly.
10. The Landlord expressed doubt about the Tenant's claim of being unable to pay her rent due to people owing her. The Landlord claims that the Tenant did not contact him for any payment plans after receiving the notice and the application until March 09, 2023, when she received the Landlord's submission. The Landlord sought a standard eviction order.
11. 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 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 as the Tenant has had the additional time after the hearing to pay off the rent arrears or find an alternative accommodation.
12. On balance, postponing the eviction past September 29, 2023, would be unfair and prejudicial to the Landlord as the Tenant has had an extended period since the hearing to pay off the rent arrears and void the order. The Tenant testified that she was expecting and needed some time to pay off the arrears or find an alternative unit.

**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:**
  - \$28,986.00 if the payment is made on or before September 29, 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 September 29, 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 September 29, 2023**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,273.70. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting March 16, 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 September 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 30, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 29, 2023, then starting September 30, 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 September 30, 2023.

**September 18, 2023**

**Date Issued**

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Percy Laryea

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 March 31, 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 September 29, 2023**

Rent Owing To September 30, 2023	\$28,800.00
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>\$28,986.00</b>

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

Rent Owing To Hearing Date	\$17,087.70
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	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord</b>	<b>\$17,273.70</b>
Plus daily compensation owing for each day of occupation starting March 16, 2023	\$59.18 (per day)