

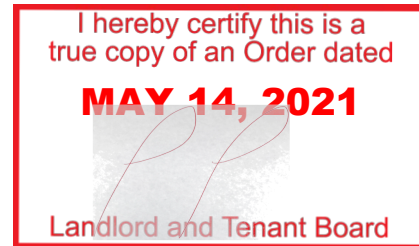


Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-07414-20

In the matter of: 38 MIAMI GROVE
BRAMPTON ON L6Z0H7

Between: Jagmohan Dhingra
Subreet Dhingra
Sumit Singh Narula



Landlords

and

Edward Charles Kellow-Wright

Tenant

Jagmohan Dhingra, Subreet Dhingra and Sumit Singh Narula (the 'Landlords') applied for an order to terminate the tenancy and evict Edward Charles Kellow-Wright (the 'Tenant') because the Tenant did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 1, 2020. The Landlords, Landlords' Legal Representative Sam Acquaviva and the Tenant attended the hearing. The Tenant declined the opportunity to speak with Duty Counsel prior to the hearing.

Preliminary:

The Tenant requested that all other Tenants named on the application should be removed as a party to this application as he is the only listed Tenant on the Lease Agreement.

The Landlords produced a Lease Agreement at the hearing that was executed by the Landlords and the Tenant on September 19, 2019. The only Tenant named on the Lease Agreement is Edward Charles Kellow-Wright. Therefore, I find all other Tenants named on the application been removed as party to this proceeding.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

At the hearing, the parties agreed:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2020 to December 31, 2020. Because of the arrears, the Landlords served a Notice of Termination effective May 10, 2020.

2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$2,400.00.
4. The Landlords collected a rent deposit of \$2,300.00 from the Tenant and this deposit is still being held by the Landlords.
5. Interest on the rent deposit is owing to the Tenant for the period from October 1, 2018 to May 10, 2020.
6. The Tenant paid \$2,710.00 after the application was filed.
7. The parties consent to the termination date set out in the order below.

On consent of the parties, it is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 25, 2021.
2. The Tenant shall pay to the Landlords \$28,020.84*, which represents the amount of rent owing and compensation up to May 14, 2021, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenant shall also pay to the Landlords \$78.90 per day for compensation for the use of the unit starting May 15, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlords \$175.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlords the full amount owing* on or before May 25, 2021, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 25, 2021, then starting May 26, 2021, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords, on or after May 26, 2021.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
 - i) \$22,265.00 if the payment is made on or before January 15, 2021, or
 - ii) \$31,865.00 if the payment is made on or before May 25, 2021**.If the Tenant does not make full payment in accordance with this paragraph and by the

appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. The Tenant may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after May 26, 2021 but before the Sheriff gives vacant possession to the Landlords. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlords.

May 14, 2021
Date Issued



Shannon Kiekens
Member, Landlord and Tenant Board

Head Office
777 Bay Street, 12th Floor
Toronto Ontario M5G2E5

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 26, 2021 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.

- * Refer to section A on the attached Summary of Calculations.
- ** Refer to section B on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: HOL-07414-20

A. Amount the Tenant must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	March 1, 2020 to May 10, 2020	\$3,989.04
Less the amount the Tenant paid to the Landlords		-\$2,710.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 11, 2020 to May 14, 2021	\$29,114.10
Less the rent deposit:		-\$2,300.00
Less the interest owing on the rent deposit:	October 1, 2018 to May 10, 2020	-\$72.30
Amount owing to the Landlords on the order date: (total of previous boxes)		\$28,020.84
Additional costs the Tenant must pay to the Landlords:		\$175.00
Plus daily compensation owing for each day of occupation starting May 15, 2021:		\$78.90 (per day)
Total the Tenant must pay the Landlords if the tenancy is terminated:		\$28,195.84, + \$78.90 per day starting May 15, 2021

B. Amount the Tenant must pay to void the eviction order and continue the tenancy:

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2020 to May 31, 2021	\$34,400.00
Less the amount the Tenant paid to the Landlords		-\$2,710.00
Additional costs the Tenant must pay to the Landlords:		\$175.00
Total the Tenant must pay to continue the tenancy:	On or before May 25, 2021	\$31,865.00