



Order under Section 69 Residential Tenancies Act, 2006

Citation: Datla v Calderon, 2024 ONLTB 2097

Date: 2024-01-09

File Number: LTB-L-039614-23

In the matter of: 37 FROSTBITE LANE
Brampton ON L6R3L8

Between: Srinivasa Raju Datla and Surya Prabvahati Datla Landlord

And

Anthia N Calderon
Deshawn Joseph mulik Wittock

Tenants

I hereby certify this is a
true copy of an Order dated
Jan 09, 2024
Landlord and Tenant Board

Srinivasa Raju Datla and Surya Prabvahati Datla (the 'Landlord') applied for an order to terminate the tenancy and evict Anthia N Calderon and Deshawn Joseph mulik Wittock (the 'Tenants') because:

the Tenants did not pay the rent that the Tenants owe. (L1 Application)

the Tenants has been persistently late in paying the monthly rent. (L2 Application)

This application was heard by videoconference on December 20, 2023.

The Landlord's legal representative S.Ramapriyan and the Tenants attended the hearing.

The parties before the LTB consented to the following order:

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 29, 2024.
2. If the unit is not vacated on or before January 29, 2024, then starting January 30, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 January 30, 2024.
4. The rent arrears owing to December 21, 2023, are \$24,410.00.
5. The Landlord incurred costs of \$186.00 for filing the application.

6. The Landlord collected a rent deposit of \$2,600.00 from the Tenants 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.
7. Interest on the rent deposit, in the amount of \$145.88 is owing to the Tenants for the period from March 17, 2021 to December 20, 2023.
8. The Tenants shall pay to the Landlord \$21,850.12, which represents the amount of rent owing and compensation up to December 21, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
9. The Tenants shall pay the Landlord the amount in paragraph 8 according to the following schedule: \$1,000.00 paid bi-weekly, beginning February 1, 2024, until the arrears are paid in full.
10. If the Tenants fail to make any of the payments in paragraph 9 above, the full balance owing becomes due and payable immediately and the Tenants will start to owe interest. This will be simple interest calculated from the date of the missed payment at 7.00% annually on the balance outstanding.
11. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period December 22, 2023, to January 22, 2024.
12. If the Tenants fail to make any one of the payments in accordance paragraph 11 with this order, the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after December 21, 2023.

January 9, 2024
Date Issued



Joy Xiao
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 July 30, 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.