



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

Citation: Sandhu v Baldwin, 2023 ONLTB 73968

Date: 2023-11-16

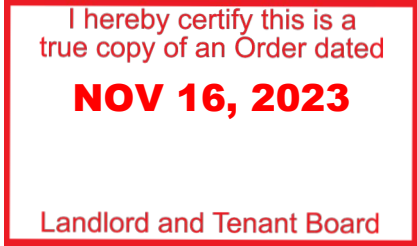
File Number: LTB-L-068062-22

In the matter of: 10, 377 GLANCASTER RD
ANCASTER ON L9G0G4

Between: Pavan Sandhu

And

Sarah Baldwin
Jonathon Rochemont



Landlord

Tenants

Pavan Sandhu (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Baldwin and Jonathon Rochemont (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe.
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on September 25, 2023. The Landlord, the Landlord's legal representative, J. Nieuwhof, and the first named Tenant attended the hearing.

Determinations:

L1 Application:

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 \$2,282.06. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.03. This amount is calculated as follows: \$2,282.06 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 September 30, 2023 are \$42,302.94.
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.

L2 Application

9. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
10. The Tenant was in possession of the rental unit on the date the application was filed.
11. On September 24, 2022, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains that the Tenant failed to pay utility costs pursuant to the tenancy agreement.
12. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
13. The Tenants did not dispute the contents of the Landlord's notice of termination, nor did they dispute the amount that they owed the Landlord with respect to outstanding utility charges.
14. The Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement. The parties agree that as of the date of the hearing the Tenants owed the Landlord \$1,448.08 in unpaid utility costs.

Relief from Eviction

15. 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.
16. At the hearing the Tenants stated that they would like to remain in the rental unit and proposed a payment plan whereby they would pay an additional \$1,115.00 on top of the monthly rent. Which would make the Landlord whole with respect to the rental arrears in approximately 38 months.
17. With respect to the unpaid utility charges, the Tenants also submitted a request for a payment plan whereby they would pay the Landlord an additional \$100.00 per month which would make the Landlord whole within approximately 15 months.
18. Although the repayment plan proposed by the Tenants is seemingly aggressive as it is a payment of \$1,115.00 per month, the length of the plan is still extensive. The application was filed in November 2022, and the Tenants have not made a single rent payment to the Landlord since the application was filed.

19. The Landlord submitted that the property is not mortgage free and as the Tenants have paid no rent, the Landlord has had to sustain the expenses of this property as well as their own living expenses.
20. Based on the evidence provided at the hearing and the submissions of the parties, I do not find that this tenancy is viable. Also, given the quantum of arrears outstanding I do not find that any additional time shall be given.
21. The Tenants have had since the hearing date to find other accommodations and shall receive some additional time due to the inevitable delay the Landlord will face in enforcing the order with the Sheriff's office.

It is ordered that:

L1 Application:

1. The tenancy between the Landlord 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:**
 - \$47,053.06 (less any payments made by the Tenants) if the payment is made on or before November 27, 2023. See Schedule 1 for the calculation of the amount owing. This amount exceeds the monetary jurisdiction of the Board. This is an amount that the Tenants can choose to pay if they choose not to vacate the rental unit. The Board is not ordering this amount to be paid. This amount is optional and only required if the Tenants elect to remain in the rental unit.
3. The Tenants 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 November 27, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before November 27, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$35,186.00. 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 Tenants shall also pay the Landlord compensation of \$75.03 per day for the use of the unit starting September 25, 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 November 27, 2023, the Tenants will start to owe interest. This will be simple interest calculated from November 28, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 27, 2023, then starting November 28, 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 November 28, 2023.

L2 Application:

10. The Tenants shall pay to the Landlord \$1,448.08, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs up to the date of the hearing.

11. If the Tenant does not pay the Landlord the full amount owing on or before November 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 28, 2023 at 7.00% annually on the balance outstanding.

12. As the filing fee is ordered under the L1 application, it will not be ordered under the L2.

November 16, 2023
Date Issued



Curtis Begg
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 May 26, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before November 27, 2023

Rent Owing To November 30, 2023	\$46,867.06
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	\$35,186.00 (Board Monetary Jurisdiction)

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

Rent Owing To Hearing Date	\$39,179.20
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord	\$35,186.00 (Board Monetary Jurisdiction)
Plus daily compensation owing for each day of occupation starting September 26, 2023	\$73.20 (per day)