



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023047-22

In the matter of: UPPER - MAIN FLOOR, 65 FROST ST
Etobicoke ON M9W1Y7

Between: Akila Mahagammulla Gamage

And

Curtis Sean Eley
Isabella Tracey Harrison

I hereby certify this is a
true copy of an Order dated

NOV 30, 2022

Landlord and Tenant Board

Landlord

Tenants

Akila Mahagammulla Gamage (the 'Landlord') applied for an order to terminate the tenancy and evict Curtis Sean Eley and Isabella Tracey Harrison (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 9, 2022.

Only the Landlord and the Landlord's legal representative Rajan Mahavalirajan attended the hearing.

As of 10:15 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. In accordance with section 201(1) of the *Residential Tenancies Act, 2006* (the "Act") the application is amended to correct the municipality in which the rental unit is located from Brampton to Etobicoke. There is no prejudice to the Tenants in amending the application since the N4 Notice of Termination correctly identified the rental unit and the address the Board used to serve the Tenants with the application and Notice of Hearing correctly includes Etobicoke.
3. The Landlord filed an amended application with the Board. However, I was not satisfied that he served a copy to the Tenants in accordance with Rule 15 of the Board's *Rules of Procedure*. Therefore, I did not proceed with the amended application.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$2,800.00. It is due on the 1st day of each month.

6. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to November 30, 2022, are \$28,000.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,800.00 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.
11. Interest on the rent deposit in the amount of \$30.38 is owing to the Tenants for the period from December 15, 2021 to November 9, 2022.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenants 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 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:**
 - \$28,186.00 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.
- OR**
 - \$30,986.00 if the payment is made on or before December 11, 2022. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after December 11, 2022 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants 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 December 11, 2022**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$23,384.07. 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 Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$92.05 per day for the use of the unit starting November 10, 2022 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before December 11, 2022, the Tenants will start to owe interest. This will be simple interest calculated from December 12, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 11, 2022, then starting December 12, 2022, 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 December 12, 2022.

November 30, 2022
Date Issued

Inderdeep Padda
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 June 12, 2023 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 30, 2022

Rent Owing To November 30, 2022	\$28,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$
Total the Tenants must pay to continue the tenancy	\$28,186.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before December 11, 2022

Rent Owing To December 31, 2022	\$30,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$30,986.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$26,028.45
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$30.38
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenants is entitled to	- \$
Total amount owing to the Landlord	\$23,384.07
Plus daily compensation owing for each day of occupation starting November 10, 2022	\$92.05 (per day)