



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ravindra Nijjar v Sol Kellier, 2023 ONLTB 46730

Date: 2023-06-29

File Number: LTB-L-014401-23

In the matter of: 163 Howard Road
Chatham ON N7M5J6

Between: Ravindra Nijjar

And

Lisa Kellier
Sol Kellier

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

JUN 29, 2023

Landlord and Tenant Board

Landlord

Tenants

Ravindra Nijjar (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Kellier and Sol Kellier (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

Mediation was held on June 19, 2023. The following parties participated in the mediation: The Landlord's representative, Jason Dudley, and the Tenant, Lisa Kellier. Also present at the mediation supporting the Tenant was Kim Binder.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent. I confirmed that the Tenant did speak with Tenant Duty Counsel on June 19, 2023 prior to the mediation.

Agreed Facts:

1. The Landlord served the Tenants with a 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,050.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12, divided by 365 days.
5. The rent arrears owing to June 30, 2023 are \$22,550.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord holds a last month rent deposit in the amount of \$2,000.00. The rent deposit will be applied to the month of July, 2023 which is the last month of the tenancy.

8. Interest is owing on the rent deposit in the amount of \$50.00. This amount will be applied to rent that will come owing for July, 2023, along with the rent deposit.

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 July 30, 2023.
2. If the unit is not vacated on or before July 30, 2023, the Tenants shall pay the Landlord compensation of \$67.40 per day (\$2,050.00 x 12 months/365 days) for the use of the unit starting July 31, 2023, until to the date the Tenants move out of the unit.
3. If the unit is not vacated on or before July 30, 2023, then starting July 31, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 July 31, 2023.
5. The Tenants shall pay to the Landlord **\$22,736.00** which represents the arrears of rent (\$22,550.00) plus costs (\$186.00) for the period ending June 30, 2023.
6. The Tenants shall pay to the Landlord a portion of the amount set out in paragraph 5 in accordance with the following schedule while the tenancy is still active:

Date Payment Due	Amount of Payment
June 23, 2023	\$ 250.00
June 30, 2023	\$ 200.00

7. If the Tenants fail to make any one of the payments in accordance with paragraph 6, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after **June 30, 2023**.
8. On or before July 30, 2023, the Tenants shall pay to the Landlord **\$22,286.00** which represents the arrears of rent (\$22,550.00) plus costs (\$186.00) less the agreed upon payments under paragraph 6 for the period ending June 30, 2023.
9. If the Tenants fail to make the payment in accordance with paragraph 8, the outstanding balance to be paid by the Tenants to the Landlord pursuant to paragraph 8 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Residential Tenancies Act, 2006. The Landlord has the right to collect the balance outstanding under this Order.
10. This Order on Consent is in full and final settlement of this application.

June 29, 2023
Date Issued



Ryan Gacnik
Hearings Officer, 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 January 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.