



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Sanjay v Vasconcelos, 2023 ONLTB 40358

**Date:** 2023-05-29

**File Number:** LTB-L-065552-22

**In the matter of:** UPPER UNIT, 1297 MINDEN ST  
OSHAWA ON L1J3R3

**Between:** Sudhanshu Sanjay  
Meenal Soman

**And**

Tracye Leigh Vasconcelos

I hereby certify this is a  
true copy of an Order dated  
**MAY 29 2023**  
Landlord and Tenant Board

Landlords

Tenant

Sudhanshu Sanjay and Meenal Soman (the 'Landlords' or 'S.S.' and 'M.S.' respectively) applied for an order to terminate the tenancy and evict Tracye Leigh Vasconcelos (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 9, 2023.

The Landlords attended the hearing and was represented by Ibifiri Fabian. The Tenant attended the hearing and was self-represented.

### Determinations:

1. The Landlords 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 \$2,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,450.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$19,100.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,450.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

9. Interest on the rent deposit, in the amount of \$57.56 is owing to the Tenant for the period from June 1, 2022 to May 9, 2023.

Section 83 considerations

Tenant's evidence

10. The Tenant testified that she fell into arrears after experiencing a disruption in her employment and, consequently, her stream of income. Elaborating further, she explained that she was made redundant from employment with a local real estate law firm which resulted in a loss of income. Currently, she is working as a waitress in a local restaurant which, she acknowledges, does not provide her sufficient income to pay the rent, nor address the arrears balance at this time. As such, she has made arrangements to move from the rental unit on June 30, 2023.
11. The Tenant testified to the impact an eviction would have on her to which she informed the Board that as she currently lives with her three children (aged 13, 15, and 21 years) an eviction would force her to withdraw her children from their school programs.

Landlord's evidence

12. The Landlords testified to the financial and mental distress the arrears balance has created by explaining that they have had to draw funds from a personal line-of-credit. Moreover, due to their limited finances they have had to live apart (S.S. lives in Ajax, Ontario and M.S. has temporarily moved to India with their child) as they have limited financial resources to find a place for the entire family to live together.
13. The Landlords testified to the impact delaying an eviction would have on them by explaining that further delays would place them in deeper financial distress.

Analysis

14. 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 not be unfair to postpone the eviction until June 30, 2023 pursuant to subsection 83(1)(b) of the Act.
15. I acknowledge the challenges the Tenant had that led to the arrears, however I am satisfied that the tenancy is no longer financially viable and that any further delay terminating the tenancy would be overly prejudicial to the Landlords. I acknowledge that delaying the eviction will have an impact on the Landlords, however in these circumstances, given the impact of an eviction on the Tenant and her three children, I am satisfied that delaying the eviction for one month is fair and appropriate in the circumstances.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$19,286.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$21,736.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant 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 June 30, 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 Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2023.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,053.39. 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 Landlords owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
  6. The Tenant shall also pay the Landlords compensation of \$80.55 per day for the use of the unit starting May 10, 2023 until the date the Tenant moves out of the unit.
  7. If the Tenant does not pay the Landlords the full amount owing on or before June 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2023 at 6.00% annually on the balance outstanding.
  8. The Landlords or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
  9. If the unit is not vacated on or before June 30, 2023, then starting July 1, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
  10. 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 July 1, 2023.

**May 29, 2023**  
**Date Issued**

  
Emile Ramlochan  
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 January 1, 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2023**

Rent Owing To May 31, 2023	\$21,550.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$2,450.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$19,286.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2023**

Rent Owing To June 30, 2023	\$24,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$2,450.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$21,736.00</b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$19,824.95
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$2,450.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,450.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$57.56
<b>Less</b> the amount the Landlords owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlords</b>	<b>\$15,053.39</b>
Plus daily compensation owing for each day of occupation starting May 10, 2023	\$80.55 (per day)