



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

**File Number:** SWL-50478-21

**In the matter of:** 606, 286 CHANDLER DRIVE  
KITCHENER ON N2E3J8

**Between:** Greenwin Inc. Landlord

**and**

Hamanpreet Singh Tenants  
Karamjeet Kaur  
Priyanshi Sharma

Greenwin Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Karamjeet Kaur, Priyanshi Sharma and Hamanpreet Singh (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 5, 2021. The Landlord's Legal Representative, R. Hussein attended the hearing. As of 10:31 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from December 1, 2020 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective March 23, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,450.00.
4. The Landlord collected a rent deposit of \$1,450.00 from the Tenants and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenants for the period from January 1, 2021 to March 23, 2021.
6. The Tenants paid \$7,000.00 after the application was filed.
7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until **September 20, 2021** pursuant to subsection 83(1)(b) of the Act.
8. Pursuant to section 83(6), I am required to consider whether the Landlord made attempts to negotiate a repayment agreement. The Landlord's representative submitted that when

the Tenants were served with the N4, a letter was provided with it requesting that the Tenants contact the Landlord regarding a payment plan. The Landlord also contacted the Tenants the week prior to the hearing. However, the Tenants did not respond. I am satisfied that the Landlord attempted to negotiate a payment agreement with the Tenants.

9. With respect to section 83(2), the Tenants were not present to disclose any circumstances for me to consider delaying or denying eviction. Further, the Landlord was not aware of any of the Tenants' circumstances for me to consider delaying or denying eviction. However, in consideration of the significant amount paid by the Tenants after the application was filed, I find it appropriate to postpone eviction. This postponed termination will give the Tenants an opportunity to organize their move or try to obtain a loan for funds needed to void the order.

**It is ordered that:**

1. Unless the Tenants void the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before September 20, 2021.
2. The Tenants shall pay to the Landlord \$199.25\*, which represents the amount of rent owing and compensation up to August 26, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$47.67 per day for compensation for the use of the unit starting August 27, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing\* on or before September 20, 2021, the Tenants will start to owe interest. This will be simple interest calculated from September 21, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before September 20, 2021, then starting September 21, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 September 21, 2021.
8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
  - i) \$2,002.62 if the payment is made on or before August 31, 2021, or
  - ii) \$3,452.62 if the payment is made on or before September 20, 2021\*\*.If the Tenants do not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. The Tenants may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after September 21, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

**August 26, 2021**  
**Date Issued**

South West-RO  
150 Dufferin Avenue, Suite 400, 4th Floor  
London ON N6A5N6

  
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Camille Tancioco  
Member, Landlord and Tenant Board

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 March 21, 2022 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.

- \* Refer to section A on the attached Summary of Calculations.
- \*\* Refer to section B on the attached Summary of Calculations.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**File Number: SWL-50478-21**

2021 CanLII 119178 (ON LTB)

**A. Amount the Tenants must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	December 1, 2020 to March 23, 2021	\$1,213.06
Less the amount the Tenants paid to the Landlord		-\$7,000.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 24, 2021 to August 26, 2021	\$7,436.52
Less the rent deposit:		-\$1,450.00
Less the interest owing on the rent deposit:	January 1, 2021 to March 23, 2021	-\$0.33
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$199.25</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 27, 2021:		\$47.67 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$385.25, + \$47.67 per day starting August 27, 2021</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy:**

**1. If the payment is made on or before August 31, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	December 1, 2020 to August 31, 2021	\$8,816.62
Less the amount the Tenants paid to the Landlord:		-\$7,000.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before August 31, 2021	<b>\$2,002.62</b>

2. If the payment is made after August 31, 2021 but on or before September 20, 2021:

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2020 to September 30, 2021	\$10,266.62
Less the amount the Tenants paid to the Landlord:		-\$7,000.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before September 20, 2021	\$3,452.62