



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

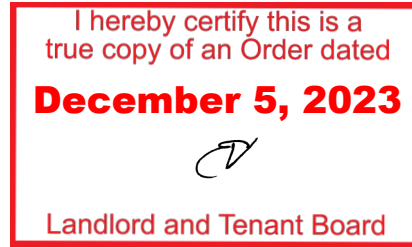
File Number: LTB-L-032013-23-RV

In the matter of: Main house entrance, 13625 Willoughby Drive
Niagara Falls ON L2E6S6

Between: Prabhjot singh Rathore

And

Justin Chad Norsworthy
Kindra Dawn Norsworthy



Landlord

Tenants

Review Order

Prabhjot singh Rathore (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Chad Norsworthy and Kindra Dawn Norsworthy (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The application was resolved by order LTB-L-032013-23 issued on September 5, 2023.

On September 28, 2023, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 28, 2023, interim order LTB-L-032013-23-RV-IN was issued, staying the order issued on September 5, 2023.

This request to review was heard by videoconference on November 15, 2023.

The Landlord, the Landlord's Legal Representative Shalini Puri and the Tenants attended the hearing.

The parties before the LTB consented to the terms included in this order, with the exception of the date the tenancy shall terminate.

Determinations:

1. The Tenants requested a review of LTB order LTB-L-032013-23 because they were not reasonably able to participate in the hearing of the Landlord's L1 application on August 28, 2023. The Tenants also allege there are serious errors in the order.
2. Additionally, they submit that they would have raised tenancy issues at the hearing pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act') and asked for a remedial order under subsection 29(1) of the Act.
3. The rent arrears owing up to November 30, 2023 are \$42,361.00. The monthly rent is \$3,200.00. The Landlord holds a last month's rent deposit of \$3,200.00.



4. The Tenants, the Landlord, and the Landlord's Legal Representative are commended for negotiating and reaching a final agreement on the disputed tenancy issues at this hearing. This included termination of the tenancy. The only issue upon which they could not agree was the date the tenancy should be terminated and, subsequently, enforced.

Section 83 of the Act Considerations: Termination of the Tenancy and Eviction

5. The Tenants do not dispute the amount of arrears owing to the Landlord. They agree that there are utility costs owing which they were required to pay under the terms of the tenancy agreement.
6. At one point there were at least four adults, each seemingly capable of employment, living in the rental unit. The Tenants paid no rent at all for 13 out of 14 months, even a nominal amount in good faith.
7. The Tenants allege the parties had an agreement in which the Tenants would perform maintenance and repairs around the rental premises in exchange for a monetary set-off against their rent. No evidence was led of either a verbal or written agreement supporting this claim. The Landlord disputes that the Tenants had to do the maintenance.
8. They also protested paying for the hydro and water used by other tenants. The costs were so high that much of their income was directed to paying for these bills. The Tenants acknowledge that they prioritized paying other bills before the rent. There are text messages submitted to the Board which indicate that, as of December 2022, the Landlord was aware of the Tenants' hydro and water complaints.
9. The Landlord took no steps to collect the arrears expeditiously and allowed the arrears to accumulate substantially. The Landlord is now in a precarious financial position, with a potential power of sale of the property looming.
10. As a result, the Landlord seeks an immediate termination of the tenancy, meaning the standard 11-day period to vacate the rental unit from the date of this order. Alternatively, the Landlord asks the Board to terminate the tenancy on December 15, 2023.
11. The Tenants ask for at least three months to move out. They have been searching for suitable housing, without success given the state of the current, overheated rental market. If the Board determines that an earlier termination date is required, they ask that a termination and eviction occur after December 31, 2023. This will allow them to make Christmas preparations and celebrate with family in the unit as they have in the past.
12. Given the time that has elapsed since the hearing, as is customary to administer the issuance of an order, the earliest date of termination possible would be in mid-December. This is halfway into the rental period.
13. Extending the termination date to December 31, 2023 will make little practical or financial difference to the Landlord. The December rent will have been either paid or not paid by December 15, 2023. It would be unjust, however, to impose upon the Landlord a delayed termination beyond the end of December 2023 given the significant arrears outstanding.
14. Having considered all of the circumstances, I find it would not be unfair to postpone the termination date for two weeks until December 31, 2023, pursuant to subsection 83(1)(b) of the Act.



15. In my view, it would be unfair to compel the Tenants to disrupt their family celebration during the intervening religious and secular Christmas holiday period.


It is ordered on consent that:

1. The request to review order LTB-L-032013-23 issued on September 5, 2023 is granted.
2. Order LTB-L-032013-23 is cancelled and replaced with the following.
3. The Landlord shall pay to the Tenants \$5,000.00 as an abatement of rent.
4. The Tenants shall pay to the Landlord \$34,161.00, representing rent owing to November 30, 2023, less the rent deposit and the abatement of rent.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total the Tenants owe the Landlord is \$34,347.00.
7. The Tenants shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting December 1, 2023 until the date the Tenants move out of the unit.
8. If the Tenants do not pay the Landlord the full amount owing on or before December 31, 2023, the Tenants will start to owe interest. This will be simple interest calculated from January 1, 2024 at 7.00% annually on the balance outstanding.

It is also ordered that:

9. The tenancy between the Landlord and the Tenants is terminated as of December 31, 2023. The Tenants must move out of the rental unit on or before December 31, 2023.
10. If the unit is not vacated on or before December 31, 2023 then starting January 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. 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 January 1, 2024.

December 5, 2023
Date Issued



Elle Venhola
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.