



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-00233-21

In the matter of: 53 STANWELL DRIVE, MAIN FLOOR
BRAMPTON ON L6Z3Y8

Between: Harjot Sharma Landlord

and

Colin Moras Tenants
Kevin Moras
Mervin Moras
Olivia Moras

2021 CanLII 123309 (ON LTB)

Harjot Sharma (the 'Landlord') applied for an order to terminate the tenancy and evict Colin Moras, Kevin Moras, Mervin Moras and Olivia Moras (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by video conference on July 30, 2021.

The Landlord, the Landlord's legal representative, Rajdeep Sangha, the Tenant, O. Moras, and the Tenant's legal representative, Kamel M-Rezabeik, attended the hearing.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from February 1, 2020 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination.
2. The Landlord collected a rent deposit of \$2,300.00 from the Tenants and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenants for the period from November 11, 2019 to August 31, 2021.

Adjournment Request:

4. The Tenant sought an adjournment because she wanted to combine her T2 and T6 Tenant applications with the Landlord's application. The Tenant submits that there are extensive maintenance issues that are related to the Landlord's application.

5. The Landlord did not consent to an adjournment. He said that he had used up all his savings to maintain the rental unit, and he had even borrowed money from his family in order not to lose the house. He also said that the utilities have not been paid.
6. I find that the Landlord's rent application is not related to the Tenant applications, which will be heard in due course according to the Board's schedule. The arrears are extensive, and they exceed the limit of the Board's jurisdiction. Consequently, I found that the prejudice to the Landlord in adjourning the matter was greater than any prejudice to the Tenants caused by not having their Tenant applications heard together with the Landlord's application.

Landlord's application:

7. The Tenant did not dispute the amounts claimed by the Landlord. She said that she seeks to buy the property, but she has had a number of maintenance complaints against the Landlord. The Tenant offered to pay \$500.00 each month towards the arrears when the repairs are done by the Landlord.
8. The Tenant said that she is a realtor earning about \$4,000.00 to \$5,000.00 per month. She said that she lives in the rental unit with her adult children. She also said that her children work, but they all have "lots of problems", paying for their cars or student loans.
9. The Tenant said that she has had problems paying the rent for over a year because of the Covid pandemic, and she was striving to make payments in spite of numerous maintenance issues.
10. The Landlord is seeking eviction. He said that he has exhausted all his savings, and he can no longer afford to keep the property without having the rent and arrears paid.
11. I find that the tenancy is no longer viable. The Tenants have not paid the rent in full and on time in over a year. The Tenants' payment proposal would take over six years to pay off the arrears. Their arrears now exceed the limits of the Board's jurisdiction, the Landlord has exhausted all his savings, and it is prejudicial to the Landlord for the tenancy to continue.
12. I have considered all of the disclosed circumstances above in accordance with subsections 83(2) and 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

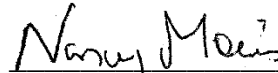
It is ordered that:

1. 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 October 1, 2021.
2. The Tenants shall pay to the Landlord \$35,000, which represents the maximum permissible within the jurisdiction of the Board. The actual amount owing is \$37,709.82*,

which represents the amount of rent owing and compensation up to September 20, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.

3. The Tenants shall also pay to the Landlord \$75.62 per day for compensation for the use of the unit starting September 21, 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 October 1, 2021, the Tenants will start to owe interest. This will be simple interest calculated from October 2, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before October 1, 2021, then starting October 2, 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 October 2, 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) \$35,186.00 if the payment is made on or before September 30, 2021, or
 - ii) \$35,186.00 if the payment is made on or before October 1, 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 October 2, 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.

September 20, 2021
Date Issued



Nancy Morris
Member, Landlord and Tenant Board

Central-RO
3 Robert Speck Pkwy, 5th Floor
Mississauga ON L4Z2G5

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 April 2, 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**

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

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to August 31, 2021	\$38,550.00
Plus compensation:	September 1, 2021 to September 20, 2021	\$1,512.40
Less the rent deposit:		-\$2,300.00
Less the interest owing on the rent deposit:	November 11, 2019 to August 31, 2021	-\$52.58
Amount owing to the Landlord on the order date: (total of previous boxes)		\$37,709.82
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting September 21, 2021:		\$75.62 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated (maximum permitted within Board jurisdiction):		\$35,186.00, + \$75.62 per day starting September 21, 2021

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

1. If the payment is made on or before September 30, 2021:

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to September 30, 2021	\$40,850.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy (maximum permitted within Board jurisdiction):		\$35,186.00

2. If the payment is made after September 30, 2021 but on or before October 1, 2021:

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to October 31, 2021	\$43,150.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy (maximum permitted within Board jurisdiction):	On or before October 1, 2021	\$35,186.00

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