



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Ahuja v Durrani, 2023 ONLTB 53232

**Date:** 2023-07-28

**File Number:** LTB-L-057430-22

**In the matter of:** 3082 ERNEST APPELBE BOULEVARD  
OAKVILLE ON L6H7C3

**Between:** Sonali Ahuja

**And**

Saba Durrani and Ahmer Safder

I hereby certify this is a  
true copy of an Order dated  
**JULY 28, 2023**  
Landlord and Tenant Board

Landlord

Tenants

Sonali Ahuja (the 'Landlord') applied for an order to terminate the tenancy and evict Saba Durrani and Ahmer Safder (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe ('L1 Application').

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because the Tenants have persistently failed to pay the rent on the date it was due ('L2 Application').

This application was heard by videoconference on July 20, 2023.

Only the Landlord, the Landlord's witness, Ankit Ahuja ('AA'), and the Landlord's legal representative, Jayant Unny ('JU'), attended the hearing.

As of 9:42 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### Determinations:

#### L1 Application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 \$2,550.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.84. This amount is calculated as follows: \$2,550.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.

6. The rent arrears owing to July 31, 2023 are \$33,150.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application:

9. On October 4, 2022, the Landlord served the Tenants with a valid N8 notice of termination of tenancy because the Tenants persistently failed to pay rent by the date it was due. The N8 notice alleged that The Tenants had not paid the rent the date it was due for any month in the 12 months immediately preceding service of the N8 notice.
10. The rent is due on the first day of each month. The uncontested evidence before me was that the Tenants paid the rent on the first day of one month in the 12 months preceding service of the N8 notice and failed to pay the rent on time for the other 11 months. I find that the Tenants persistently failed to pay the rent by the date it was due as alleged in the N8 notice.

Relief From Eviction

11. Since the N4 and N8 notices were served, the Tenants have failed to pay any rent at all.
12. AA is the Landlord's brother, and said he manages the rental unit. The evidence before me was that monthly text messages were sent to the Tenants about the rent arrears, and offering to work on arranging a payment plan, but there has been no response from the Tenants.
13. JU also said that the Landlord is struggling to maintain the rental unit in light of the Tenants' non-payment and late payment of rent. In particular, the Landlord has to make mortgage payments, which has been difficult for her.
14. The Landlord, AA, and JU were not aware of any other circumstances that should be considered with respect to whether eviction should be delayed or denied.
15. 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 Tenants, 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. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before August 8, 2023.
2. The Tenants shall pay to the Landlord \$32,462.80. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

3. The Tenants shall also pay the Landlord compensation of \$83.84 per day for the use of the unit starting July 21, 2023 until the date the Tenants moves out of the unit.
4. If the Tenants do not pay the Landlord the full amount owing on or before August 8, 2023, the Tenants will start to owe interest. This will be simple interest calculated from August 9, 2023 at 6.00% annually on the balance outstanding.
5. If the unit is not vacated on or before August 8, 2023, then starting August 9, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 August 9, 2023.

**July 28, 2023**  
**Date Issued**

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Mark Melchers  
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 February 9, 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.

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

**A. Amount the Tenants must pay because the tenancy is terminated**

Rent Owing To Hearing Date	\$32,276.80
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$32,462.80</b>
Plus daily compensation owing for each day of occupation starting July 21, 2023	\$83.84 (per day)