



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

**Citation:** Valor Properties Inc. v Karas, 2024 ONLTB 31192

**Date:** 2024-05-06

**File Number:** LTB-L-029491-23

**In the matter of:** 205, 500 MOHAWK RD E HAMILTON  
ON L8V2J1

**Between:** Valor Properties Inc. Landlord

**And**

Daniel Karas Tenants Priscilla Mohlala

Valor Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Karas and Priscilla Mohlala (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenant owes (L1 Application); and
- the Tenants have been persistently late in paying the Tenant's rent (L2 Application).

This application was heard by videoconference on April 22, 2024.

The Landlord's Agent Jessica MacPhee, the Landlord's representative Glenn Gosling, and the Tenant Priscilla Mohlala attended the hearing.

**Determinations:**

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment 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 \$2,090.74. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$68.74. This amount is calculated as follows: \$2,090.74 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 April 30, 2024 are \$32,582.06.
7. The Landlord collected a rent deposit of \$1,990.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
8. Interest on the rent deposit in the amount of \$82.36 for the period from November 18, 2021 to April 22, 2024 is owing to the Tenant.

#### L2 Application – Persistent Late Payment of Rent

9. I find that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late or not at all 21 times in the past 22 months. At the time that the N8 notice of termination was served the Tenants were persistently paying their rent at various dates throughout the month, sometimes near the end of the month. Since the notice was served, the Tenants have stopped paying their rent.

#### Relief From Eviction

10. The Tenant Priscilla Mohlala ('PM') testified that she lives in the rental unit with her 1-year-old child and wants until the middle of June to vacate the rental unit. P.M testified that she is not currently working and the only income she receives is her child tax credit.
11. The Landlord seeks termination of the tenancy at the earliest possible date due to the significant amount of arrears and that the Tenants have not made a payment for a long time.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I find that it would not be unfair to postpone the eviction until May 26, 2024 pursuant to subsection 83(1)(b) of the Act. This is to provide the Tenants and the one-year-old child living in the rental unit time to find new living accommodations. I have declined to postpone the termination date any later than May 26, 2024 because the outstanding arrears are significant, the evidence before me does not support that the Tenants will start paying the lawful monthly rent either in full or on time, and the outstanding arrears are approaching the monetary jurisdiction of the LTB.

#### **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 May 26, 2024.

2. The Tenants shall pay the Landlord \$30,117.24. This includes rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants.
3. The Tenants shall also pay the Landlord compensation of \$68.74 per day for the use of the unit starting April 23, 2024 until the date the Tenants move out of the unit.
4. If the Tenants do not pay the Landlord the full amount owing on or before May 26, 2024, the Tenants will start to owe interest. This will be simple interest calculated from May 27, 2024 at 7.00% annually on the balance outstanding.
5. If the unit is not vacated on or before May 26, 2024, then starting May 27, 2024, 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 May 27, 2024.

**May 6, 2024**

**Date Issued**

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Amanda Kovats

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 November 27, 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 as the tenancy is terminated**

Rent Owing To Hearing Date	\$32,003.60
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	- \$1,990.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$82.36
<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>\$30,117.24</b>
Plus daily compensation owing for each day of occupation starting April 23, 2024	\$68.74 (per day)

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