



Order under Section 69 Residential Tenancies Act, 2006

Citation: Chawla v Coba cabas, 2024 ONLTB 3323

Date: 2024-01-08

File Number: LTB-L-056232-23

In the matter of: 66 THEODORE DR
MISSISSAUGA ON L5M1E4

Between: Annurag Chawla Landlord

And

Ramon De Jesus Coba cabas Tenant

Annurag Chawla (the 'Landlord') applied for an order to terminate the tenancy and evict Ramon De Jesus Coba cabas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 7, 2023.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$4,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$131.51. This amount is calculated as follows: \$4,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2023, are \$32,000.00.
7. At the hearing, the Landlord claimed that the Landlord is waiving \$160.00 for new administration charges which the Landlord incurred as a result of cheque(s) given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. The Landlord collected a rent deposit of \$4,000.00 from the Tenant 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.
10. Interest on the rent deposit, in the amount of \$75.07 is owing to the Tenant for the period from March 9, 2023, to December 7, 2023.

Relief from Eviction

11. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Tenant testified that he is going to pay the outstanding arrears in two weeks – which I understand to be two weeks from the hearing date. He sought a delay in eviction and elaborated that he is waiting for money to arrive from a sale of a property located in his country (Columbia). The Landlord argued that the Tenant has failed to provide sufficient evidence with respect to claims regarding the sale of any property and that in his dealings with the Tenant in the previous eight months, the Tenant has delayed several payments of rent.
13. Considering all the circumstances, I find that it would be unfair to postpone the eviction. The Tenant did not provide any supporting documents in support of his assertion that there has been a sale of a property and that he is waiting on proceeds of sale. This is evidence I would have reasonably expected from the Tenant. Neither did the Tenant call any witnesses to corroborate his claim. The amount of arrears is substantial. No good faith payments have been made by the Tenant since the filing of the application was filed. Ultimately, I am not satisfied that the tenancy is viable.

Standard Voidable Order

14. The Landlord sought a non voidable order for eviction. Pursuant to s.74(3)(b) of the Act, an Order of the Board terminating the tenancy and evicting the tenant in an application under section 69 based on a notice of termination under section 59 of the Act, requires that an order of this type must inform the tenant and the landlord that the Order will become void if, before it becomes enforceable, the tenant pays to the landlord or to the Board the specified amount required to void.
15. Since the Act mandates that the Order be voidable, a standard voidable order will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$36,186.00 if the payment is made on or before January 19, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 19, 2024, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 19, 2024**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$25,031.50. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$131.51 per day for the use of the unit starting December 8, 2023, until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2024, at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before January 19, 2024, then starting January 20, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. 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 20, 2024.

January 8, 2024

Date Issued

Inderdeep Padma

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 July 20, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 19, 2024

Rent Owing to January 31, 2024	\$36,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$36,186.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$28,920.57
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$4,000.00
Less the amount of the interest on the last month's rent deposit	- \$75.07
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$25,031.50
Plus, daily compensation owing for each day of occupation starting December 8, 2023	\$131.51 (per day)