



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

Citation: Chahal v Francois, 2024 ONLTB 2049

Date: 2024-01-02

File Number: LTB-L-049703-23

In the matter of: Main Floor and Basement, 287 OSLER ST
TORONTO ON M6N2Z3

Between: Ravinder Singh Chahal Landlord

And

Tahriah Francois Tenant

Ravinder Singh Chahal (the 'Landlord') applied for an order to terminate the tenancy and evict Tahriah Francois (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Representative Bryan Rubin, the Tenant Tahriah Francois and her Support Worker Alejandra Ruiz 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 \$1,759.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.83. This amount is calculated as follows: \$1,759.00 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 November 30, 2023, are \$30,403.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,759.00 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.
9. Interest on the rent deposit, in the amount of \$64.82 is owing to the Tenant for the period from June 1, 2022, to November 20, 2023.

Relief from eviction analysis

10. The Tenant met with Duty Counsel and both parties attended mediation prior to the hearing. Mediation was unsuccessful.
11. The Landlord's agent Mr. Rubin testified that the Tenant's non-payment of rent was making it challenging for the Landlord to meet the financial carrying costs for the property, and the Landlord may be looking at loss of the property due to the Tenant's non-payment of rent. The Landlord requested a standard eviction.
12. The Tenant testified that she wanted to continue to live there and was hoping for a payment plan instead of eviction. She lives there with her 3 children, 1 of which is special needs. The household income comes through a combination of Ontario Works, Child Tax Credit and a subsidy for her child with special needs. The combined net monthly income is approximately \$2450.00 per month.
13. The Tenant testified that she would be able to make a \$5000.00 lumpsum payment to the Landlord within 3 weeks and increase her monthly payment to pay towards the arrears but was unable to propose a realistic payment plan. She further testified that she would pay rent in full going forward.
14. As the hearing was ending the Tenant and her Support Worker testified that there was no heat in the rental unit and that they were cold. Although the Tenant had met with Duty Counsel and both parties had attended mediation, the Landlord's Representative stated that this information had not been brought to the Landlord's attention prior to that moment.
15. The Tenant provided no concrete evidence or proof of a temperature reading in the rental unit for me to consider. With no evidence provided about the temperature in the rental unit, I am unable to determine that the Landlord is in serious breach of their maintenance obligations with regard to the heat in the rental unit. Therefore, I am not satisfied that the mandatory relief from eviction is appropriate in the circumstances.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until March 31, 2024, pursuant to subsection 83(1)(b) of the Act.

17. The reason I have not ordered a conditional payment plan as the Tenant requested, is because a payment plan would be unrealistic according to the Tenant's budget and the financial hardship to the Landlord.
18. Having considered all the disclosed circumstances of both parties, I find that a standard eviction order (11 days from the order issuance date) would not be fair and not give enough time for this Tenant due to the Tenant being a single parent of 3 children and one of the Tenant's children having special needs. The extension will provide the Tenant time to find a new home and/or other sources of income/financial support to pay the arrears and continue the tenancy.

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:**
 - \$34,107.00 if the payment is made on or before January 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$35,866.00 if the payment is made on or before February 29, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$37,625.00 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$28,162.78. 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 \$57.83 per day for the use of the unit starting November 21, 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 March 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2024, at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2024, then starting April 1, 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 April 1, 2024.

January 2, 2024

Date Issued

Brenda Mercer
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 October 1, 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 31, 2024

Rent Owing To January 31, 2024	\$33,921.00
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	\$34,107.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 29, 2024

Rent Owing To February 29, 2024	\$35,680.00
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	\$35,866.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2024

Rent Owing To March 31, 2024	\$37,439.00
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

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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	\$37,625.00

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

Rent Owing To Hearing Date	\$29,800.60
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	- \$1,759.00
Less the amount of the interest on the last month's rent deposit	- \$64.82
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	\$28,162.78
Plus daily compensation owing for each day of occupation starting November 21, 2023	\$57.83 (per day)