



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

**Citation:** Victoria Wood (Main Square) Inc c/o Realstar Management Partnership v Parikh, 2024 ONLTB 29405  
**Date:** 2024-04-24  
**File Number:** LTB-L-040856-23

**In the matter of:** 308, 265 MAIN ST  
TORONTO ON M4C4X3

**Between:** Victoria Wood (Main Square) Inc c/o Realstar Management Partnership Landlord

**And**

Samarth Ketankumar Parikh  
Dhruvi Samarth Parikh Tenants

Victoria Wood (Main Square) Inc c/o Realstar Management Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Samarth Ketankumar Parikh and Dhruvi Samarth Parikh (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 25, 2024.

The Landlord's legal representative, F. McGregor, and the Tenants attended the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will terminate May 31, 2024.
2. The Tenants were in possession of the rental unit on the date the application was filed.

**N8 Notice of Termination**

3. On May 11, 2023, the Landlord gave the Tenants an N8 notice of termination deemed served May 16, 2023. The notice of termination alleges that the Tenants have paid their rent late, twelve times, between the periods of June 2022 to May 2023.

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**Tenants evidence**

4. The Tenant, S.P., testified that in October 2022, he lost his job and stayed home taking care of his son. Due to the job loss, the Tenants were unable to pay rent on the first of the month and were only able to pay on the fifteenth of the month.
5. The Tenant, D.P., testified that although she was working, her income was low. D.P. was on medical leave for a while and therefore, it was difficult to pay rent on the first. This is also the reason why the Tenants are in current rent arrears.
6. S.P. testified that as of September 2023, he found a job, working three times per week and is now able to pay rent on the first of the month. The Tenants testified that the household income is \$3,000.00 per month. The household expenses total \$3,355.60 per month. Although there is a deficit of \$355.60, D.P. asserts that she will work more hours to earn more income.
7. S.P. testified that it has been difficult for him to find another job because he had an employment gap while he was taking care of his son. S.P. has applied for work at multiple locations but has been unsuccessful. The Tenants assert that they are now able to pay rent on the first of the month moving forward.

**Landlord's evidence**

8. The Landlord's representative stated, that after the N8 notice was served, the Tenants continued to pay their rent late or not at all for the periods June 2023 to January 2024.
9. The current rent arrears total \$8,602.34. The Landlord does not believe that rent will be paid on time. The Tenants payments are sporadic and inconsistent. The Tenants chose to lose an income so that someone can stay home with their child and prioritized other liabilities instead of paying rent. The Tenants have been late with their rent twenty times in the last twenty months. It is clear, that the Tenants cannot afford the monthly rent and will never catch up on their arrears. The Landlord requests the termination of the tenancy.
10. Based on the evidence before me, on a balance of probabilities, I find that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late twenty times in the past twenty months. Based on the Tenants monthly income and expenses, the Tenants cannot afford the monthly rent.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**Relief from eviction**

12. D.P. asserts that she will work more hours to make more income, however, this is speculative. At the hearing, D.P. did not lead evidence to demonstrate that more hours of work have been scheduled. S.P. asserts that they can now pay rent on first because he started working in October 2023. However, based on the evidence before me, although S.P. has been working since October 2023, the rent has continued to be late or not paid at

all between October 2023 to January 2024. Ordering rent to be paid on time and in full would be a disservice to the Tenants as it is clear that rent cannot be paid on time.

13. S.P. asserts that they cannot be evicted because they have a 20-month-old son and moving with a baby would be difficult. If evicted, the Tenants request 4-5 months to vacate the unit. Delaying eviction for 4-5 month's is unreasonable. Based on the evidence before me, on a balance of probabilities, I find that the Tenants cannot afford the rent and are not at liberty to pay the rent on the first of each month. Granting a longer delay for eviction would be prejudicial to both the Tenants and the Landlord.
14. 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 May 31, 2024 pursuant to subsection 83(1)(b) of the Act. A delay to May 31, 2024 will allow the Tenants to seek alternative accommodation.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 31, 2024.
2. If the unit is not vacated on or before May 31, 2024, then starting June 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 June 1, 2024.
4. The Tenants shall 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 May 31, 2024, the Tenants will start to owe interest. This will be simple interest calculated from June 1, 2024 at 7.00% annually on the balance outstanding.

**April 18, 2024**  
**Date Issued**

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 Mayra Sawicki  
 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 of the Tenants expires on December 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.