



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

Citation: Kanagaratham v Boston, 2024 ONLTB 9593

Date: 2024-02-05

File Number: LTB-L-076172-23

In the matter of: 3975 KINSALE RD
PICKERING ON L1Y1E3

Between: Jeyanthini Kanagaratham Landlords
Nihiah Rajagopal

And

Jeremy Larry Boston Tenants
Amber Frances Gadon

Jeyanthini Kanagaratham and Nihiah Rajagopal (the 'Landlords') applied for an order to terminate the tenancy and evict Jeremy Larry Boston and Amber Frances Gadon (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 16, 2024.

The Landlord Jeyanthini Kanagaratham, the Landlord's Legal Representative Umang Dwivedi, and the Tenant Jeremy Larry Boston attended the hearing.

Determinations:

1. The Landlords 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 \$4,400.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$144.66. This amount is calculated as follows: \$4,400.00 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 January 31, 2024 are \$30,800.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$4,400.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$124.16 is owing to the Tenants for the period from December 1, 2022 to January 16, 2024.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant testified that, in January 2023, he got in a car accident which made his vehicle unusable. Since then, he had been sharing a vehicle with his child's mother but with only one car, it was difficult to get to work. The Tenant ended up working less as a result. This triggered personal issues for the Tenants, and he was unable to pay the rent.
12. According to the Tenant, he intended to catch up on the rent and stay in the unit but understands that he cannot afford it and is already in the process of moving out. The Tenant testified that his child and his child's mother already vacated the rental unit, and he was the only one living there as of the hearing date. The Tenant was not opposed to the Board issuing a standard 11-day voidable order for eviction.
13. The arrears are significant, and the Tenant has not made any payments to the Landlords since the application was filed. Given the Tenant's own admission that he cannot afford the rental unit and that he is not opposed to terminating the tenancy in a short timeframe, I find it appropriate to deny relief from eviction in this case.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$35,386.00 if the payment is made on or before February 16, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent

that became due after February 16, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 16, 2024.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$24,376.40. 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 Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$144.66 per day for the use of the unit starting January 17, 2024 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before February 16, 2024, the Tenants will start to owe interest. This will be simple interest calculated from February 17, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 16, 2024, then starting February 17, 2024, the Landlords 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 Landlords on or after February 17, 2024.

February 5, 2024

Date Issued

Kate Sinipostolova

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 August 17, 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 to void the eviction order and continue the tenancy if the payment is made on or before February 16, 2024

Rent Owing To February 29, 2024	\$35,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$35,386.00

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

Rent Owing To Hearing Date	\$28,714.56
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$4,400.00
Less the amount of the interest on the last month's rent deposit	- \$124.16
Less the amount the Landlords owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlords	\$24,376.40
Plus daily compensation owing for each day of occupation starting January 17, 2024	\$144.66 (per day)