



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Mojumdar v Jude, 2024 ONLTB 38915

**Date:** 2024-06-03

**File Number:** LTB-L-048132-23

**In the matter of:** 201, 25 MAIN ST  
CAMBRIDGE ON N1R1V6

**Between:** Subhash Mojumdar Landlord

**And**

Tianna Jude Tenant

Subhash Mojumdar (the 'Landlord') applied for an order to terminate the tenancy and evict Tianna Jude (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2024.

The Landlord and the Tenant attended the hearing. The Tenant consulted with tenant duty counsel prior to 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, as of June 1, 2024, is \$1,845.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.66. This amount is calculated as follows: \$1,845.00 x 12, divided by 365 days.
5. The Tenant has paid \$100.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2024 are \$21,500.00. The Tenant did not contest the arrears claimed.
7. The Landlord incurred costs of \$244.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,300.00 (\$1800 + \$500) 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 \$60.65 is owing to the Tenant for the period from May 2, 2023 to May 21, 2024.

### Section 83

10. Section 83 requires that I consider all the circumstances, including the Tenant's and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction.
11. The Tenant seeks additional time to find alternative accommodations, noting she lives alone, is not currently working and does not request a repayment plan. The Tenant indicated her employment prospects are more limited as a result of her health conditions and thus additional time is needed. The Tenant requested a delayed a termination date to July 31, 2024, or in the alternative, June 30, 2024.
12. The Landlord indicated the Landlord has reached out to the Tenant for a repayment plan without success and that the Tenant has only made one payment since the commencement of the tenancy. The Landlord indicated he is financially strained as a result, noting the large arrears that have accumulated since June 2023. The Landlord was agreeable with a delayed termination date of June 30, 2024.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Tenant's personal and financial circumstances, and balanced this with any potential prejudice to the Landlord. Given the circumstances including the submissions made by both parties re: a delayed termination of tenancy date, I find that it would not be unfair to postpone the eviction until June 30, 2024 pursuant to subsection 83(1)(b) of the Act. The delayed eviction will provide the Tenant with additional time to either void the order as noted in my order below, or alternatively, find alternative accommodations.

### 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:**
  - \$23,589.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2024**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,812.21. 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 \$60.66 per day for the use of the unit starting May 22, 2024 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 June 30, 2024, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2024, then starting July 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 July 1, 2024.

**June 3, 2024**  
**Date Issued**

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Peter Nicholson  
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 January 1, 2025 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 June 30, 2024**

Rent Owing To June 30, 2024	\$23,445.00
Application Filing Fee	\$244.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$100.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$23,589.00</b>

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

Rent Owing To Hearing Date	\$21,028.86
Application Filing Fee	\$244.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$100.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,300.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$60.65
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$18,812.21</b>
Plus daily compensation owing for each day of occupation starting May 22, 2024	\$60.66 (per day)