



Order under Section 69 Residential Tenancies Act, 2006

Citation: Venkatachalapathy v Reid, 2024 ONLTB 12716

Date: 2024-02-23

File Number: LTB-L-069039-23

In the matter of: 242 TOWNLINE RD N
Oshawa ON L1K1A9

Between: Deepak Venkatachalapathy Landlords
Roopa Deepak

And

Erin Jacquelyn Reid Tenant

Deepak Venkatachalapathy and Roopa Deepak (the 'Landlords') applied for an order to terminate the tenancy and evict Erin Jacquelyn Reid (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 7, 2024.

The Landlord D. Venkatachalapathy, the Landlord's Legal Representative S. Passi and the Tenant attended the hearing.

Determinations:

1. The Landlords 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 \$2,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,000.00 to the Landlords since the application was filed.
6. The rent arrears owing to February 29, 2024 are \$16,700.00.
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 \$2,900.00 from the Tenant 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 \$56.21 is owing to the Tenant for the period from May 1, 2023 to February 7, 2024.

Relief from Eviction:

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 entered into this rental agreement on May 1, 2023 and only paid rent for June before arrears began to accumulate. In the 10 months since the tenancy began the Landlords have only received the monthly rent payment for 3 months (including first month's rent) and has resulted in the large amount of current arrears.
12. The Tenant submitted a proposed payment plan of \$1,000.00 per month in addition to the monthly rent, however she testified she has not had an income of more than \$1,300.00 since August 2023. The Landlord's Legal Representative submitted they had negotiated previous payment plans with this Tenant which the Tenant had failed to honour. I do not have confidence that a payment plan would be able to be honoured by this Tenant.
13. The Tenant submitted that if a payment plan was not acceptable then she requested she be given until April 30, 2024 to vacate as she has five children and needs time to find another rental unit. She submitted she has been looking for other accommodation but has been yet unsuccessful.
14. The Landlord's Legal Representative submitted that the Landlords are unemployed themselves and are relying on a line of credit in order to pay the mortgage and carrying costs of this property which has resulted in their being in financial jeopardy.
15. I considered all of the evidence presented and find that granting relief from eviction will further prejudice the Landlords as the arrears will continue. The history of rent paid has demonstrated that this is not a viable tenancy.
16. This order contains all the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$16,886.00 if the payment is made on or before February 29, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$19,786.00 if the payment is made on or before March 5, 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 5, 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 5, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$11,697.17. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlords compensation of \$95.34 per day for the use of the unit starting February 8, 2024 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before March 5, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 6, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 5, 2024, then starting March 6, 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 March 6, 2024.

February 23, 2024
Date Issued

Mitch Panciuk
Member, Landlords 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 September 6, 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 February 29, 2024

Rent Owing To February 29, 2024	\$17,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$4,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords 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	\$16,886.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 5, 2024

Rent Owing To March 31, 2024	\$20,700.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$4,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords 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	\$19,786.00

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

Rent Owing To Hearing Date	\$15,567.38
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$4,000.00
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	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$56.21
Less the amount the Landlords 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 Landlords	\$11,697.17
Plus daily compensation owing for each day of occupation starting February 8, 2024	\$95.34 (per day)

2024 ONLTB 12716 (CanLII)