



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

**Citation:** Monga v Minhas, 2023 ONLTB 75825

**Date:** 2023-11-22

**File Number:** LTB-L-059495-23

**In the matter of:** 106 BLACK OAK DR  
BRAMPTON ON L6R1B8

**Between:** Vanzul Monga, Karamjot Kaur, Basu Sareen and Tarandeep Singh Landlords

**And**

Harvir Singh Minhas Tenant

Vanzul Monga, Karamjot Kaur, Basu Sareen and Tarandeep Singh (the 'Landlords') applied for an order to terminate the tenancy and evict Harvir Singh Minhas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 26, 2023.

The Landlord, Tarandeep Singh, the Landlords' Legal Representative, Amanjit Singh Syan, 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 \$2,600.00. It is due on the 22nd day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that rent arrears owing to November 21, 2023, are \$23,364.40.
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 \$2,600.00 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 \$98.87 is owing to the Tenant for the period from October 12, 2021, to October 26, 2023.

#### Section 82

10. The Tenant advised he stopped paying his rent due to multiple issues with the rental house, including but not limited to; a hole in the roof, Landlord entered property illegally, and pest issues, such as racoons.
11. The Landlords' Representative stated that the Tenant had not submitted the S.82 form, nor did they submitted anything to the Landlords or the LTB prior to the hearing to indicate they intended to raise s. 82 issues.
12. As per the Rules of the LTB, the Tenant is allowed to raise any issue that the Tenant may file their own application for at a hearing of a Landlord's rent arrears application, provided the Tenant files prior written notice of all issues they intend to raise and all evidence is exchanged at least 7 days prior to the hearing date. As the Tenant did not file anything with the Board or send to the Landlords regarding their intention to raise these issues, we shall consider the issues raised with respect to section 83, and there will be no offset costs awarded, should the Tenant be successful on their claim.

#### Section 83

13. Section 83 requires that we consider all the circumstances, including the Tenant's and the Landlords' situations to determine if it would be appropriate to grant section 83 relief from eviction.
14. The Tenant submits there are ongoing maintenance issues with the rental property. It was the Tenant's submission that the Landlords never fixed anything and harassed the Tenant and his family. Although the Tenant indicated he had to do all repairs himself and pay for the expenses out of his own pocket, the Tenant provided few particulars, or other corroborating evidence regarding the alleged maintenance issues. The Tenant also advised he resides at the rental unit with his spouse and 2 young daughters and requested an order allowing them until January 31, 2024, to find alternative accommodations.
15. The Landlords' representative advised that the Landlords tried to reach out to the Tenant for a repayment plan, and has had multiple discussions, but no payments were ever made. The Landlords' representative stated the Landlords were not made aware of any ongoing maintenance issues with the property, and that the Tenant has never filed an application with the LTB regarding any issues with the property. The Landlords' representative also advised that the Landlords reimbursed the Tenant for removing the racoon from the property in the form of a rental abatement roughly a year ago.
16. Based on the evidence provided by both parties, we 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 December 31, 2023, pursuant to subsection 83(1)(b) of the Act.

**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:**
  - \$26,064.92 if the payment is made on or before December 21, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$28,664.92 if the payment is made on or before December 31, 2023. 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 December 31, 2023, 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 December 31, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$18,629.05. 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 \$85.48 per day for the use of the unit starting October 27, 2023, 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 December 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2024, at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 31, 2023, then starting January 1, 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 January 1, 2024.

**November 22, 2023**  
**Date Issued**

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Kevin O'Brien  
 Member, Landlord and Tenant Board

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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 July 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 December 21, 2023**

Rent Owing To December 21, 2023	\$25,878.92
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords 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>\$26,064.92</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2023**

Rent Owing To January 21, 2024	\$28,478.92
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords 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>\$28,664.92</b>

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

Rent Owing To Hearing Date	\$21,141.92
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
<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	- \$2,600.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$98.87
<b>Less</b> the amount the Landlords 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 Landlords</b>	<b>\$18,629.05</b>
Plus daily compensation owing for each day of occupation starting October 27, 2023	\$85.48 (per day)