



**Order under Section 21.2 of the  
Statutory Powers Procedure Act and the  
Residential Tenancies Act, 2006**

**Citation:** Sugrim v Carter, 2023 ONLTB 73765

**Date:** 2023-11-08 **File Number:**  
LTB-L-026686-23-RV

**In the matter of:** 3, 61 Superior Ave Etobicoke  
ON M8V3L8

**Between:** Roopnarine Sugrim Landlord

**And**

Jordan Carter Tenant

**Review Order**

Roopnarine Sugrim and Ouimette Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Jordan Carter (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-026686-23 issued on August 23, 2023.

On September 11, 2023, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that they were not reasonably able to participate in the proceeding and that the order contains a serious error.

On September 12, 2023, interim order LTB-L-026686-23-RV-IN was issued, staying the order issued on August 23, 2023.

This application was heard by videoconference on August 1, 2023. The Landlord and the Tenant attended the hearing.

**Determinations:**

**The Request**

1. The Tenant alleged that he was not reasonably able to participate in the original proceeding of August 1, 2023, which resulted in order LTB-L-026686-23 terminating the tenancy for nonpayment of rent.
2. In support of the request to review the order, the Tenant testified that he was unaware of the hearing as he did not receive a Notice of Hearing from the Board.
3. There is nothing in our records to show that a copy of the Notice of Hearing was sent by mail or email to the Tenant.
4. Based on the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the proceeding.

### **The L1 Application**

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,385.80. It is due on the first day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$45.56. This amount is calculated as follows:  $\$1,385.80 \times 12$ , divided by 365 days.
9. The Tenant has paid \$3,835.54 to the Landlord since the application was filed.
10. At the hearing, the Tenant received a credit of \$814.00. This was given by the Landlord to reduce the total arrears to the amount agreed by the parties, \$7,364.46.
11. The rent arrears owing to October 31, 2023 are \$7,364.46.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord also incurred a cost of \$330.00 from the Court Enforcement Office (Sheriff) for the enforcement of the eviction order and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,300.00 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.
15. Interest on the rent deposit, in the amount of \$123.50 is owing to the Tenant for the period from November 1, 2017 to October 31, 2023.

### **Relief from Eviction**

16. The Tenant, who has resided in the unit for about five years, testified that his former roommate failed to pay the rent, and he is in a labour dispute from which he expects a

payment of \$7,000.00. He recently obtained a new job which will, hopefully, pay \$600.00 a week.

17. The Tenant intends to pay the arrears by obtaining a second job, getting a loan, and immediately giving the Landlord \$2,464.67.
18. The Tenant's current job is the same job he held from October 2022 to June 2023, when he accumulated the arrears from February 2023. Without a plan and having failed to pay the rent for September 2023 and October 2023, a conditional order is not appropriate in this circumstance.
19. I have considered all 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 November 30, 2023 pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

1. The request to review order LTB-L-026686-23 issued on August 23, 2023, is granted. The order cannot be enforced by the Landlord.
2. The interim order issued on September 12, 2023, is cancelled, and replaced with this order.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$8,936.26 if the payment is made on or before November 30, 2023. See Schedule 1 for the calculation of the amount owing.
5. 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 November 30, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **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 November 30, 2023**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,126.96. 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.
8. The Tenant shall also pay the Landlord compensation of \$45.56 per day for the use of the unit starting November 1, 2023 until the date the Tenant moves out of the unit.

9. If the Tenant does not pay the Landlord the full amount owing on or before November 19, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 20, 2023 at 7.00% annually on the balance outstanding.
10. The Tenant shall also pay to the Landlord, \$330.00 for the Sheriff's cost.
11. If the Tenant does not pay the Landlord the full amount owing on or before November 19, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 20, 2023 at 7.00% annually on the balance outstanding.
12. If the unit is not vacated on or before November 30, 2023, then starting December 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
13. 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 December 1, 2023.

**November 8, 2023**

**Date Issued**

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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 June 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 November 30, 2023**

Rent Owing To November 30, 2023	\$13,399.80
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,835.54
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$814.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$8,936.26</b>

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

Rent Owing To Hearing Date	\$12,014.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,835.54
<b>Less</b> the amount of the last month's rent deposit	- \$1,300.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$123.50
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$814.00
<b>Total amount owing to the Landlord</b>	<b>\$6,126.96</b>
Plus daily compensation owing for each day of occupation starting November 1, 2023	\$45.56 (per day)