



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

**Citation:** Lam v Acharya, 2023 ONLTB 72030

**Date:** 2023-11-01

**File Number:** LTB-L-043576-23

**In the matter of:** 1401, 60 TOWN CENTRE CRT  
SCARBOROUGH ON M1P0B1

**Between:** Sai fong Maycel Lam Landlord

**And**

Sadananda Acharya and Geeta Rani Panda Tenant

Sai fong Maycel Lam (the 'Landlord') applied for an order to terminate the tenancy and evict Sadananda Acharya and Geeta Rani Panda (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 23, 2023.

The Landlord's Legal Representative Elaine Page and the 1<sup>st</sup> named Tenant attended 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 is \$1,550.00. It is due on the 4th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.96. This amount is calculated as follows: \$1,550.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 3, 2023 are \$13,950.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. I had both parties speak before the hearing. The Landlord advised the Board, the Tenant proposed a payment plan, but it was not accepted by the Landlord.
10. The Tenant agreed that he owes \$13,950.00 in rent arrears but disputes \$186.00 for the filing of the application. The Tenant proposed a payment plan as follows:
  - The Tenant proposed to pay \$3,000.00 by November 30, 2023
  - The Tenant proposed to pay \$9,000.00 by January 31, 2023

I questioned the Tenant that he had an outstanding balance on the arrears over \$2,000.00. He did not provide any reasonable explanation how the remaining balance of the arrears would be paid, he only stated "I hope and pray".

11. Later in the hearing the Tenant changed his mind and offered to pay, as follows:
  - The Tenant proposed to pay \$3,000.00 by November 30, 2023
  - The Tenant proposed a 13-month payment plan of \$1,000.00 per month for 13 months.
12. During cross examination when the Tenant was questioned about how he was going to pay the monthly rent going forward, the Tenant said he will have to borrow from family and friends.
13. I asked both parties for submissions on eviction. The Landlord requested the Board consider an 11-day eviction. The Tenant requested the Board to consider delaying the eviction until January 31, 2024, but prefers his payment plan that he proposed today.
14. When I examine the Tenants' payment plan proposal. He has been laid off work since January 2021. The Tenant does on and off construction jobs for cash, but currently is not working. The Tenant stated that if the Board granted the payment plan, he would have to borrow money from friends and family. The Tenant has failed to demonstrate any good faith payments towards the arrears since being served the N4 Notice. The Landlord expressed, at the hearing was the 1<sup>st</sup> time the Tenant offered them a payment plan. While I can appreciate the Tenant wanting to preserve the tenancy and remain in the rental unit, the Tenant has no real means of sustaining what he proposed.
15. 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 not be unfair to postpone the eviction until November 29, 2023 pursuant to subsection 83(1)(b) of the Act.

**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:**
  - \$14,136.00 if the payment is made on or before November 3, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$15,686.00 if the payment is made on or before November 29, 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 November 29, 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 November 29, 2023**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,605.20. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
  6. The Tenant shall also pay the Landlord compensation of \$50.96 per day for the use of the unit starting October 24, 2023 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 November 12, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 13, 2023 at 7.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before November 29, 2023, then starting November 30, 2023, 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 November 30, 2023.

**November 1, 2023**

**Date Issued**

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Anthony Bruno

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 May 31, 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 3, 2023**

Rent Owing To November 3, 2023	\$13,950.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord 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 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>\$14,136.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 29, 2023**

Rent Owing To December 3, 2023	\$15,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord 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 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>\$15,686.00</b>

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

Rent Owing To Hearing Date	\$13,419.20
Application Filing Fee	\$186.00

NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord 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	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord</b>	<b>\$13,605.20</b>
Plus daily compensation owing for each day of occupation starting October 24, 2023	\$50.96 (per day)