



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lobana v Grant, 2023 ONLTB 70078

Date: 2023-10-23

File Number: LTB-L-040871-23

In the matter of: 19 PHYLLIS DR
CALEDON ON L7C4E3

Between: Narinder Lobana Landlord

And

Denise S. Grant Tenant

Narinder Lobana (the 'Landlord') applied for an order to terminate the tenancy and evict Denise S. Grant (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 10, 2023.

The Landlord, the Landlord's Legal Representative, Adam Hamdani, and the Tenant attended the hearing.

Determinations:

Request for Adjournment - Denied

1. At the outset of this hearing, the Tenant requested an adjournment to have this application heard with her T2 application already filed. The Tenant stated that the reason she stopped paying the rent is because of the harassment. The Tenant stated that she was not aware she could raise these issues at this hearing pursuant to section 82 of the *Residential Tenancies Act, 2006* (the "Act").
2. The Landlord's Legal Representative submitted that the Tenant already made a request to have these matters heard together which was denied. The Landlord's Legal Representative opposed any adjournment as the Tenant is not disputing the rent arrears and that she is simply withholding the rent because of the alleged harassment. The Landlord's Legal Representative submitted that paying the rent arrears does not prevent the Tenant from recouping any award given for her application.
3. The Tenant's request for an adjournment was denied. The LTB has already denied the Tenant's request for these matters to be heard together stating that there are no overlapping issues and there is no risk of conflicting decisions. I was also not satisfied that there are overlapping issues to have these matters heard together.

Rent Arrears

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,900.00. It is due on the 1st day of each month.
7. 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.
8. The Tenant has not made any payments since the application was filed.
9. The Tenant did not dispute that the rent arrears owing to October 31, 2023 are \$20,300.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,800.00 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.
12. Interest on the rent deposit, in the amount of \$146.56 is owing to the Tenant for the period from March 1, 2021 to October 10, 2023.

Relief From Eviction

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 impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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.
14. The Tenant stated that she needs more time as she has been going through financial difficulty. The Tenant resides in the rental unit with her 22 year old son, who just finished school and is about to start a new job. She proposed a payment plan wherein the rent plus \$1,000.00 is paid each month. She stated that this additional amount will be paid by her (ex) husband who currently assists financially with support payments.
15. The Landlord stated that he is the bread winner for his family of four and since the Tenant stopped paying rent, he has had to borrow from his line of credit at 10% interest to maintain the expenses on the rental unit. He also stated that this is not only affecting him financially but also his physical health.
16. The Landlord's Legal Representative submitted that the Tenant has willingly withheld her rent, there was nothing previously to suggest financial hardship. He also submitted that the Tenant's repayment proposal will take 21 months and is only doable if the Tenant receives these support payments from her husband. He further submitted that he had reached out in July to discuss a repayment plan and the Tenant's response was she would deal directly with the LTB. The Landlord's Legal Representative requested a standard 11 day eviction order.

17. The rent arrears currently outstanding are \$20,300.00, which is a significant increase since the application was filed seeking rent arrears \$5,800.00. The Tenant has not made any payments to the Landlord since the application was filed. Therefore, in these circumstances I find that ordering a repayment plan is not fair to the Landlord. Given that there is a last month's rent deposit I find that it is fair to only delay the eviction until November 30, 2023.

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:**
 - \$20,486.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$23,386.00 if the payment is made on or before November 30, 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 30, 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 30, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,592.84. 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 \$95.34 per day for the use of the unit starting October 11, 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 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2023 at 7.00% annually on the balance outstanding.
8. 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.
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 December 1, 2023.

October 23, 2023
Date Issued

Lisa Del Vecchio
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 October 31, 2023

Rent Owing To October 31, 2023	\$20,300.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord 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	\$20,486.00

B. 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	\$23,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord 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	\$23,386.00

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

Rent Owing To Hearing Date	\$18,353.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$146.56
Less the amount the Landlord 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 Landlord	\$15,592.84
Plus daily compensation owing for each day of occupation starting October 11, 2023	\$95.34 (per day)