



Order under Section 69 Residential Tenancies Act, 2006

Citation: Capreit Limited Partnership v Prabakaran, 2023 ONLTB 65285

Date: 2023-09-29

File Number: LTB-L-005829-23

In the matter of: 2413, 100 WELLESLEY ST E
TORONTO ON M4Y1H5

Between: Capreit Limited Partnership Landlord

And

Dilani Prabakaran Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Dilani Prabakaran (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 8, 2023. The Landlord's legal representative N. Sharm and the Tenant attended the hearing.

Agreed facts:

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 \$2,110.02. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.37. This amount is calculated as follows: \$2,110.02 x 12, divided by 365 days.
5. The Tenant has paid \$9,955.10 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$1,184.00.
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. The parties consented to an order delaying termination of the tenancy to June 30, 2023, however that time has passed. 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 be unfair to grant further relief from eviction pursuant to subsection 83(1) of the Act. Because the Tenant agreed to an order delaying termination to June 30, 2023, no additional time shall be given.

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:**
 - \$7,700.06 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,810.08 if the payment is made on or before October 10, 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 October 10, 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 October 10, 2023**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$185.06. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$69.37 per day for compensation for the use of the unit starting June 9, 2023 until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before October 10, 2023, then starting October 11, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 8. 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 October 11, 2023.

September 29, 2023**Date Issued**_____
Donna Adams

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 April 11, 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 September 30, 2023

Rent Owing To September 30, 2023	\$17,469.16
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,955.10
Total the Tenant must pay to continue the tenancy	\$7,700.06

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 10, 2023

Rent Owing To October 31, 2023	\$19,579.18
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,955.10
Total the Tenant must pay to continue the tenancy	\$9,810.08

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

Rent Owing To Hearing Date	\$9,584.04
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,955.10
Total amount owing to the Landlord	\$(185.06)
Plus daily compensation owing for each day of occupation starting June 9, 2023	\$69.37 (per day)

