



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

**Citation:** AMSTAR POOL I LP v Bhimsingh, 2023 ONLTB 62458

**Date:** 2023-09-19

**File Number:** LTB-L-009273-22

**In the matter of:** 210, 2737 KIPLING AVE ETOBICOKE  
ON M9V4C3

**Between:** AMSTAR POOL I LP Landlord

**And**

Khamraj Bhimsingh, Maria Bruzzese and Tenants  
Shaun Bhimsingh

AMSTAR POOL I LP (the 'Landlord') applied for an order to terminate the tenancy and evict Khamraj Bhimsingh, Maria Bruzzese and Shaun Bhimsingh (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 1, 2023.

The Landlord's legal representative, Phylcia Thomas, and the Tenant, Khamraj Bhimsingh, attended the hearing. Justina Opoku-Ware a worker with EPIC attended as a witness for the Tenants. Khamraj Bhimsingh will be referred to as the Tenant singular in the order below.

### **Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,271.22. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.79. This amount is calculated as follows: \$1,271.22 x 12, divided by 365 days.
5. The Tenants have paid \$9,025.38 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2023 are \$20,730.28.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$21.99 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$0.32 is owing to the Tenants for the period from January 1, 2023 to August 1, 2023.
10. The Tenant requested relief from eviction. The Tenant and the Tenants' witness submitted that the Tenant applied to EPIC and the Rent Bank for assistance. The Tenant is to receive \$4,153.00 from EPIC and \$3,060.00 from the Rent Bank once this order is issued. The Tenant also submitted that she had a money order for \$1,221.22 which she would give to give to the Landlord after the hearing. That would bring the balance of the arrears \$12,482.06. The Tenant requested that she be permitted to pay off the balance by monthly instalments over 12 months. The Tenant undertook to pay the rent for September 2023 plus \$1,036.35 towards the arrears.
11. The Tenants have been residing in the rental unit since 2010.
12. The Landlord requested a standard order.
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 length of the tenancy, and the assistance the Tenant secured from EPIC and the Rent Bank and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$22,187.50 for arrears of rent up to September 30, 2023 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

On or before **October 3, 2023 \$10,741.79** (consisting of \$4,153.00 from EPIC, \$3,060.00 from the Rent Bank, \$1,221.22 August 1, 2023 money order, and \$2,307.57 the Tenant undertook to pay on September 1, 2023) and

starting **October 1, 2023** up to and including August 1, 2024, the Tenants shall pay to the Landlord **\$954.00** each and every month on or before the first day of the month, and on or before September 1, 2024 **\$951.71**.

3. The Tenants shall **also** pay to the Landlord **new rent** on time and in full as it comes due and owing for the period **October 1, 2023** to September 1, 2024, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after September 30, 2023.

**September 19, 2023 Date**  
**Issued**

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Jana Rozehnal  
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.