



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Harpaul v Autar, 2023 ONLTB 61922

**Date:** 2023-09-14

**File Number:** LTB-L-026078-23

**In the matter of:** 95 Room #3, 6429 Finch Avenue West  
Etobicoke ON M9V1T3

**Between:** Narine Harpaul and Homantie Harpaul Landlord

**And**

Sylvina Autar Tenant

Narine Harpaul and Homantie Harpaul (the 'Landlord') applied for an order to terminate the tenancy and evict Sylvina Autar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 29, 2023.

Both Landlords and the 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 \$675.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$22.19. This amount is calculated as follows: \$675.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The Tenant testified that she stopped paying her rent after an altercation with the Landlord about the Tenant having guests. The Tenant testified that she then asked for a copy of her lease but did not get one.
7. In most situations a tenant is not authorized to withhold their rent payments. A tenant must file an application with the Board to receive a rent abatement. However, a landlord failing to provide a copy of the lease is a situation in which a Tenant may be authorized to withhold their rent.

8. However, I am not satisfied on a balance of probabilities that the Tenant does not have a written copy of her lease. The Tenant's testimony is that she only ever requested her lease verbally, never in writing, and she had no supporting documentation to establish that she does not have a copy of her lease. The Landlord testified that the Tenant received a copy of her lease when she first moved into the rental unit and was given another copy when she requested it at a later date. I found the Landlord's testimony to be credible as it was offered in a forthright manner. Additionally, the Landlord was able to quickly and easily provide a copy of the lease during the hearing. The ease with which the Landlord was able to provide the document illustrates that they have it readily available. It is more likely than not that if the Tenant had requested a copy of her lease the Landlord would have provided one because they were able to provide one easily at the hearing.
9. The rent arrears owing to August 31, 2023 are \$4,050.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. The Tenant requested that the eviction be postponed by two months. The Tenant indicated that she could move in with her uncle but not for another two months. The Landlord is opposed to any delay of the eviction.
13. 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 September 30, 2023 pursuant to subsection 83(1)(b) of the Act. This is to provide the Tenant with time to find new living arrangements, however I have declined to postpone the eviction any further than September 30, 2023 as the Tenant has not paid any rent in months and the Landlord has been waiting a significant amount of time for repayment.

**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:**
  - \$4,911.00 if the payment is made on or before September 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 September 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 September 30, 2023.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,204.51. 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 \$22.19 per day for the use of the unit starting August 30, 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 September 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 26, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 30, 2023, then starting October 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 October 1, 2023.

**September 14, 2023**

**Date Issued**

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Amanda Kovats

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 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 September 30, 2023**

Rent Owing To September 30, 2023	\$4,725.00
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>\$4,911.00</b>

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

Rent Owing To Hearing Date	\$4,018.51
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>\$4,204.51</b>
Plus daily compensation owing for each day of occupation starting August 30, 2023	\$22.19 (per day)