



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Singh v Downey, 2023 ONLTB 62266

**Date:** 2023-09-08

**File Number:** LTB-L-062262-22

**In the matter of:** 53 PENTONVILLE RD  
BRAMPTON ON L6R3R7

**Between:** Harnek Singh Landlord

**And**

Vernel Downey and Latavia Reddick Tenants

Harnek Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Vernel Downey and Latavia Reddick (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on May 9, 2023.

The Landlord and the Tenant Vernel Downey attended the hearing.

### **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 \$2,550.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.84. This amount is calculated as follows: \$2,550.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,550.00 to the Landlord since the application was filed.
6. The parties agreed that rent arrears owing to May 31, 2023 are \$18,850.00.

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 \$2,250.00 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. The Landlord sought a standard order to terminate the tenancy as the arrears are significant and the Tenant has made no payments of rent for many months. The Tenant requested that her tenancy be preserved and that she be granted a payment plan. The Tenant testified that she lost her job during the Covid-19 pandemic and since then has had 2 additional children; she has 4 children living with her. After hearing evidence regarding the Tenant's monthly income, I find that she cannot pay the rent as it falls due and cannot adhere to a repayment plan for the arrears of rent.
10. 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 29, 2023 pursuant to subsection 83(1)(b) of the Act. The termination of the tenancy will be extended to the end of the month. I find this to be a reasonable amount of time as the Tenant has had a significant period of time since being served with the Notice of Termination to find alternative housing and has paid no rent in approximately a year. Prejudice to the Landlord is minimized as the termination date is within the rental period and a last month's rent deposit is being held.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$29,236.00 if the payment is made on or before September 29, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after September 29, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before September 29, 2023**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$14,990.56. 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 Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$83.84 per day for the use of the unit starting May 10, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before September 19, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 20, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 29, 2023, then starting September 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 September 30, 2023.

**September 8, 2023**

**Date Issued**

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Nicola Mulima

Vice Chair, 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 March 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 29, 2023**

Rent Owing To September 30, 2023	\$30,600.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,550.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$29,236.00</b>

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

Rent Owing To Hearing Date	\$18,604.56
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,550.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,250.00
<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 Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$14,990.56</b>
Plus daily compensation owing for each day of occupation starting May 10, 2023	\$83.84 (per day)