



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

**Citation:** Metcap Living Management Inc. v Chahal Kaur, 2023 ONLTB 57302

**Date:** 2023-08-25

**File Number:** LTB-L-009410-23

**In the matter of:** 304, 90 JAMESON AVE  
TORONTO ON M6K2X6

**Between:** Metcap Living Management Inc. Landlord

**And**

Simran Chahal Kaur and Amar Chahal Tenants

Metcap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Simran Chahal Kaur and Amar Chahal (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 4, 2023.

The Landlord's Representative C. Daniel and the Tenant Simran Chahal Kaur attended the hearing. The Tenant also had K. Kartik present for support.

### **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 \$1,949.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.08. This amount is calculated as follows: \$1,949.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,950.00 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2023 are \$11,689.00.
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 \$1,949.00 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.

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9. Interest on the rent deposit, in the amount of \$35.24 is owing to the Tenants for the period from October 14, 2022 to July 4, 2023.
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 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.
11. Tenant SCK has been receiving disability, but, has not been receiving it of late. She is appealing the decision to cut off her benefits. A decision regarding her disability claim is expected shortly. If she is denied, she will return to work. Her partner has recently begun new employment.
12. The Tenants offered a payment plan where they would pay rent plus \$800.00. The Landlord's Representative informed me that they were not authorized to accept a plan at this time. When a discussion of income was conducted with the Tenant SCK, it was established that the Tenants would be able to afford \$1000.00 per month, which would bring the payback period of the arrears to one year.
13. Tenant SCK's mother had been assisting the Tenants. During the period where the arrears began, she was diagnosed with dementia. She was no longer able to assist and the Tenants ended up helping her financially.
14. Any prejudice to the Landlord with the payment plan will be alleviated through the possibility of an application to the Board for termination of the tenancy without further notice to the Tenant.

**It is ordered that:**

1. The Tenants shall pay the Landlord \$11,875.00, which represents the arrears of rent and costs outstanding less the rebate owed for the period ending July 31, 2023.
2. The Landlord's application for eviction of the Tenants is denied on the condition that Tenants make the following payments towards the amount set out in paragraph 1:
  - (a) \$1,000.00 by September 15, 2023;
  - (b) \$1,000.00 by October 15, 2023;
  - (c) \$1,000.00 by November 15, 2023;
  - (d) \$1,000.00 by December 15, 2023;
  - (e) \$1,000.00 by January 15, 2024;

- (f) \$1,000.00 by February 15, 2024;
- (g) \$1,000.00 by March 15, 2024; (h) \$1,000.00 by April 15, 2024; (i) \$1,000.00 by May 15, 2024.
- (j) \$1,000.00 by June 15, 2024;
- (k) \$1,000.00 by July 15, 2024 and (l) \$875.00 by August 15, 2024.

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- 3. The Tenants shall also pay the Landlord the monthly rent in full for the month of August 2023 by August 31, 2023.
- 4. The Tenants shall also pay the Landlord the monthly rent in full and by the first day of each corresponding month for the months of September 2023 to August 2024 or, until the arrears are paid in full, whichever is the earliest.
- 5. If the Tenants fail to make any of the payments in accordance with paragraphs 2-4, and by the dates required then:
  - (a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the "Act") for an order terminating the tenancy and evicting the Tenants and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraphs 2-4 of this order.
  - (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

**August 25, 2023**

**Date Issued**

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William Greenberg

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.