



Order under Section 69 Residential Tenancies Act, 2006

Citation: Singh v Levac, 2023 ONLTB 54450

Date: 2023-08-08

File Number: LTB-L-010904-23

In the matter of: LOWER LEVEL, 114 DELAWARE ST
LONDON ON N5Z2N5

Between: Sarabjeet Singh Landlord

And

Janine Levac Tenants
Steven Jones

Sarabjeet Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Janine Levac and Steven Jones (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, Yuvraj Bhullar and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 was still in possession of the rental unit.
3. The lawful rent is \$1,475.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.49. This amount is calculated as follows: \$1,475.00 x 12, divided by 365 days.
5. The Tenants have paid \$2,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2023 are \$8,100.00.
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. 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 August 31, 2023 pursuant to subsection 83(1)(b) of the Act.
10. The Landlord's representative testified that they attempted to communicate with the Tenant regarding a repayment of the arrears however the Tenants needed more time and did not come up with a repayment plan. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant.
11. The Landlord sought an eviction order based on the arrears were described as substantial with a few good faith payments made by the Tenant since the application was filed.
12. The Tenants testified that they disputed the amount of the arrears sought by the Landlord as the Tenant had done work on the rental unit and the Landlord had not paid him. The Tenants stated that despite this, they would like to vacate the rental unit. The Tenants advised could vacate the rental unit as they both had new places to live as of August 31, 2023. The Landlord agreed to this delaying the eviction until August 31, 2023.

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:**
 - \$9,761.00 if the payment is made on or before August 31, 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 have paid the full amount owing as ordered plus any additional rent that became due after August 31, 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 do not pay the amount required to void this order the Tenants must move out of the rental unit on or before August 31, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,004.96. 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 Tenants shall also pay the Landlord compensation of \$48.49 per day for the use of the unit starting July 5, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before August 19, 2023, the Tenants will start to owe interest. This will be simple interest calculated from August 20, 2023 at 6.00% annually on the balance outstanding.

8. If the unit is not vacated on or before August 31, 2023, then starting September 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 September 1, 2023.

August 8, 2023
Date Issued

Camille Clyne
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 March 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2023

Rent Owing To August 31, 2023	\$12,075.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,500.00
Total the Tenants must pay to continue the tenancy	\$9,761.00

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

Rent Owing To Hearing Date	\$9,318.96
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,500.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Total amount owing to the Landlord	\$7,004.96
Plus daily compensation owing for each day of occupation starting July 5, 2023	\$48.49 (per day)