



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

**Citation:** Yadav v Amaani, 2023 ONLTB 49161

**Date:** 2023-07-11

**File Number:** LTB-L-014604-23

**In the matter of:** 1710, 65 BREMNER BLVD TORONTO  
ON M5J0A7

**Between:** Amit Yadav Landlord

**And**

Subeer Amaani Tenant

Amit Yadav (the 'Landlord') applied for an order to terminate the tenancy and evict Pearl Lee and Subeer Amaani (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 19, 2023.

Only the Landlord's Legal Representative Rong Wei Yu and the Landlord attended the hearing.

As of 2:02 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

The application is amended at the request of the Landlord to remove Pearl Lee as a party to the application as she was no longer a Tenant at the time the application was filed.

### **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 \$3,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$106.85. This amount is calculated as follows: \$3,250.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$22,750.00.
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 \$3,250.00 from the Tenant 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 \$68.78 is owing to the Tenant for the period from August 15, 2022 to June 19, 2023.
10. The Landlord stated that the rental unit is a condominium unit which is his only rental property. He testified that he used his savings for the down payment and relies on the income from the property to cover the monthly carrying expenses such as the mortgage and condo fees. He stated that the non-payment of rent is causing him financial distress, particularly with recent interest rate increases.
11. The Landlord testified that when he had spoken with the Tenant regarding the rent arrears, the Tenant responded that he had experienced personal issues impacting his financial situation, but that he would pay the arrears.
12. The Landlord's Legal Representative sent an email to the Tenant on June 14, 2023 with a suggested payment plan and confirming the date of the hearing, but no agreement was made.
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 impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**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:**
  - \$26,186.00 if the payment is made on or before July 22, 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 July 22, 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 July 22, 2023**
5. The Tenant shall also pay the Landlord compensation of \$106.85 per day for the use of the unit starting June 20, 2023 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 23, 2023 at 6.00% annually on the balance outstanding.
7. If the unit is not vacated on or before July 22, 2023, then starting July 23, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 July 23, 2023.

**July 11, 2023**

**Date Issued**

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Margo den Haan

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 January 23, 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 July 22, 2023**

Rent Owing To July 31, 2023	\$26,000.00
Application Filing Fee	\$186.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$26,186.00</b>

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

Rent Owing To Hearing Date	\$21,530.15
Application Filing Fee	\$186.00
<b>Less</b> the amount of the last month's rent deposit	- \$3,250.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$68.78
<b>Total amount owing to the Landlord</b>	<b>\$18,397.37</b>
Plus daily compensation owing for each day of occupation starting June 20, 2023	\$106.85 (per day)