



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

Citation: Dhuna v Samra, 2023 ONLTB 44121

Date: 2023-06-19

File Number: LTB-L-054052-22

In the matter of: MAIN FLOOR, 3723 CRABTREE CRES
MISSISSAUGA ON L4T1S7

Between: Bikramjeet Singh Dhuna Landlords
Narinderpal Kaur Khurmi

And

Hardial Singh Samra Jaswant Tenants
Singh Samra

Bikramjeet Singh Dhuna and Narinderpal Kaur Khurmi (the 'Landlords') applied for an order to terminate the tenancy and evict Hardial Singh Samra and Jaswant Singh Samra (the 'Tenants') because

- the Tenants did not pay the rent that the Tenants owe (L1 application).
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant and because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises (L2 application).

This application was heard by videoconference on June 7, 2023. The Landlord's attended the hearing and were represented by Ian Gardiner, Paralegal.

As of 9:30am, 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.

Determinations:

L1 application:

1. The Landlords 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 were still in possession of the rental unit.
3. The lawful rent is \$3,000.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$36,000.00.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The arrears of rent claimed exceed the Board's monetary jurisdiction of \$35,000.00. The Landlord's legal representative understood that in accordance with section 207(3) of the *Residential Tenancies Act, 2006* (Act), by pursuing this application before the Board, the Landlord cannot claim any arrears in excess of \$35,000.00 in a new application or before a Court of competent jurisdiction.
10. While the Board cannot order a person to pay more than \$35,000.00, I find that this does not apply to "stay and pay" option set out in paragraph 2 below, as the Tenants are not required to pay that amount. The Tenants have the option of paying the amount in paragraph 2 if they wish to continue tenancy.

L2 application:

11. At the hearing, the Landlords requested that the L2 application be withdrawn. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the application.

Relief from eviction:

12. 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 Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The arrears of rent are substantial, and the Tenants were not present at the hearing to propose an alternative to eviction.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$36,186.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$33,876.41. 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 Landlords compensation of \$98.63 per day for the use of the unit starting June 8, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before June 30, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2023, then starting July 1, 2023, the Landlords 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 Landlords on or after July 1, 2023.

June 19, 2023

Date Issued

Fabio Quattrociochi

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 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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 June 30, 2023

Rent Owing To June 30, 2023	\$36,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$36,186.00

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

Rent Owing To Hearing Date	\$33,690.41
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$33,876.41
Plus daily compensation owing for each day of occupation starting June 8, 2023	\$98.63 (per day)