



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tirlochan Singh Grewal v Kiani Raja Fasil, 2023 ONLTB 39260

Date: 2023-05-29

File Number: LTB-L-063592-22

2023 ONLTB 39260 (CanLII)

In the matter of: Basement-7053 Chigwel Court Mississauga,
ON L4T 1N3

Between: Tirlochan Singh Grewal Landlord

And

Kiani Raja Fasil Tenant

Tirlochan Singh Grewal (the 'Landlord') applied for an order to terminate the tenancy and evict Kiani Raja Fasil (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 26, 2023.

The Landlord, the Landlord's agent Tirlochan Singh Grewal, the Tenant and the Tenant's Legal Representative S. Passi attended the hearing.

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 \$950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed. The Tenant disputes this evidence and testified that they have been paying their rent to the Landlord

directly in cash and as of the date of the hearing, testified that they only owe rent for March and April of 2023.

6. The Landlord alleges the rent arrears owing to April 30, 2023 are \$6,650.00.
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. The Tenant testified that she has been paying her rent in cash to the Landlord since 2016 and that when the Landlord was requested to come pick up the rent for the months of March and April, the Landlord did not attend.
10. Further, the Tenant testified that the Landlord has refused to provide her with a rent receipt.
11. The Tenant was unable to provide any evidence to show that she has been paying rent in cash and testified that she is unable to do so because of the fact that the Landlord has not provided her with rent receipts. While a receipt from the Landlord may be one way to prove a cash payment, the Tenants have not provided any evidence to support this evidence such as a bank withdrawal receipt or even some communications with the Landlord to demonstrate that there had been a request by the Tenant made to the Landlord to come to the unit to pick up rent.
12. The Landlord testified that since the Tenant was served with an N12 notice of termination in October of 2022, she has refused to pay the rent.
13. Based on the evidence presented by both parties, I find that it is more likely than not that the Tenants have not been paying their rent with cash. Its clear that there were payments made and recorded by the Landlord up to October of 2022 and the Landlord has not received any payments since. As such, I am satisfied that the total arrears owing to the date of the hearing is \$6,650.00.

Section 83 Considerations

14. Further, based on the evidence provided the Tenant will be given until the end of June to either provide the Landlord with the arrears or to find a new unit.
15. 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 June 30, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

16. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
17. **The Tenant may void this order and continue the tenancy by paying to the Landlord:**

1. \$7,786.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

2. \$8,736.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.
18. 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 June 30, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
19. **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 June 30, 2023.**
20. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,697.98. 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.
21. The Tenant shall also pay the Landlord compensation of \$31.23 per day for the use of the unit starting April 27, 2023 until the date the Tenant moves out of the unit.
22. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2023 at 6.00% annually on the balance outstanding.
23. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
24. If the unit is not vacated on or before June 30, 2023, then starting July 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
25. 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 1, 2023.

May 29, 2023

Date Issued

Jagger Benham

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.

**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 May 31, 2023

Rent Owing To May 31, 2023	\$7,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,786.00

B. 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	\$8,550.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,736.00

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

Rent Owing To Hearing Date	\$6,511.98
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$6,697.98
Plus daily compensation owing for each day of occupation starting April 27, 2023	\$31.23 (per day)