



Order under Section 69 Residential Tenancies Act, 2006

Citation: Thakshajinee Narenthiran v Jarrod Nathan Basinger, 2023 ONLTB 37087

Date: 2023-05-12

File Number: LTB-L-058900-22

In the matter of: 17 MCCASKELL ST
BEAVERTON ON L0K1A0

Between: Thakshajinee Narenthiran Landlord

And

Jarrold Nathan Basinger Tenants

Jessica Doreen Levair Fitchett

Thakshajinee Narenthiran (the 'Landlord') applied for an order to terminate the tenancy and evict Jarrod Nathan Basinger and Jessica Doreen Levair Fitchett (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 5, 2023.

The Landlord and the Landlord's Legal Representative, T. Sivapatham, attended the hearing.

As of 9:15 a.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.

Determinations:

1. This matter was previously before me on April 13, 2023. At that time the Tenant, Jessica Fitchett, requested an adjournment to gather proof of payments made to the Landlord. Over the Landlord's objections, the adjournment was granted and the matter was adjourned to May 5, 2023. The LTB's records indicate that the Notice of Hearing was emailed to both Tenants on April 24, 2023 and also mailed out to the rental unit on April 25, 2023. There is nothing in the record indicating that the Notice of Hearing was not

delivered to the Tenants. Accordingly, I am satisfied that the Tenants were properly served with the notice of this hearing.

2. 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
6. The Tenants has paid \$500.00 to the Landlord since the application was filed.
7. The rent arrears owing to May 31, 2023 are \$21,500.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,200.00 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.
10. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), 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. The Tenants were not present at the hearing to request relief. The rent arrears are substantial and the Landlord is not aware of any reason to delay or deny the eviction.
11. The Tenants have previously made a motion to the LTB under subsection 74(11) of the RTA to set aside a previous order for arrears with respect to application TEL-20949-21 concerning this tenancy. That motion was granted by order TEL-20949-21-VO, issued September 21, 2022. Accordingly, the Tenants cannot make another motion to set aside this order (see subsection 74(12) of the RTA).

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated.
2. **The Tenants must move out of the rental unit on or before May 23, 2023**
3. The Tenants shall pay to the Landlord \$17,621.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.

4. The Tenants shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting May 6, 2023 until the date the Tenants move out of the unit.
5. If the Tenants do not pay the Landlord the full amount owing on or before May 23, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 24, 2023 at 6.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 23, 2023, then starting May 24, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 May 24, 2023.

May 12, 2023

Date Issued

Khalid Akram

Member, Landlord and Tenants 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 November 24, 2023 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 Tenants must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$20,161.65
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$500.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$26.40
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlord	\$17,621.25
Plus daily compensation owing for each day of occupation starting May 6, 2023	\$72.33 (per day)

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