



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sivakumar v Sidhu, 2023 ONLTB 33959

Date: 2023-05-03

File Number: LTB-L-052075-22

In the matter of: UPPER LEVEL, 6 LADY BELLE CRES BRAMPTON
ON L6R3B7

Between: Poomagal Sivakumar Landlord

And

Gurbhej Sidhu Kanwalveer Sidhu Tenants

Poomagal Sivakumar (the 'Landlord') applied for an order to terminate the tenancy and evict Gurbhej Sidhu and Kanwalveer Sidhu (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 29, 2023. The Landlord, their legal representative, T. Sivapatham, and the Tenants attended the hearing.

The Landlord and the Tenants attended the hearing.

Determinations:

ADJOURNMENT REQUEST

1. At the outset of the hearing, the Tenants requested an adjournment. Their reason for the request was so the Tenants could get counsel. The Landlord opposed the request. The Tenants were provided an opportunity to speak to Duty Counsel prior to the matter being called, the Tenants did not dispute the amount of arrears, nor dispute that they have not made a payment to the Landlord since the application was filed. after hearing the submissions of the parties and given the prejudice to the Landlord if this application was adjourned, the Tenants request was denied.

L1 APPLICATION

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 was still in possession of the rental unit.
4. The lawful rent is \$2,650.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$87.12. This amount is calculated as follows: \$2,650.00 x 12, divided by 365 days.
6. The Tenants has not made any payments since the application was filed.
7. The parties agree that the rent arrears owing to March 31, 2023 are \$24,900.00.
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 \$2,650.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$62.31 is owing to the Tenants for the period from October 9, 2020 to March 29, 2023.
11. 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 May 31, 2023 pursuant to subsection 83(1)(b) of the Act.
12. During the hearing, I spent some time in the hearing canvassing with the Tenants their income and expenses. Based on the Tenants submissions it was clear they could not afford to live in the rental unit. Therefore, I find that the tenancy is no longer viable.
13. The parties agreed on a void date of May 31, 2023. Which I find to be fair in the circumstances. It allows the Tenants some additional time from the hearing to either find alternative funding to pay back the Landlord the rent they owe or alternative accommodations. However, the delay is not too long that would severely prejudice the Landlord.

It is ordered that:

1. The tenancy between the Landlord 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:**
 - \$30,386.00 if the payment is made on or before May 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 May 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 May 31, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$22,250.17. 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 \$87.12 per day for the use of the unit starting March 30, 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 May 14, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 15, 2023 at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before May 31, 2023, then starting June 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 June 1, 2023.

May 3, 2023
Date Issued

Curtis Begg
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 December 1, 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 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	\$30,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$30,386.00

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

Rent Owing To Hearing Date	\$24,776.48
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
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	- \$2,650.00
Less the amount of the interest on the last month's rent deposit	- \$62.31
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$22,250.17
Plus daily compensation owing for each day of occupation starting March 30, 2023	\$87.12 (per day)