



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

**Citation:** Jugpreet Grewal v Pamela Davis, 2023 ONLTB 32619

**Date:** 2023-04-28

**File Number:** LTB-L-047310-22

**In the matter of:** Unit#2 & #3, 188 WELLINGTON ST N HAMILTON  
ON L8L5A5

**Between:** Harnoor Grewall Landlords  
Jugpreet Grewal

**And**

Craig Mullis Tenants  
Pamela Davis

Harnoor Grewall and Jugpreet Grewal (the 'Landlords') applied for an order to terminate the tenancy and evict Craig Mullis and Pamela Davis (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 15, 2023.

The Landlords and the Tenant Craig Mullins attended the hearing. The Landlords' Legal Representative F. Mercurio was also present.

**Determinations:**

1. The Landlords 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.

5. The Tenants have paid \$9,600.00 to the Landlords since the application was filed.
6. The Landlords' application claimed the Tenants owe \$3,000.00 in arrears through August 31, 2023, and the Landlords' L1/L9 Update Sheets claimed the Tenants owe \$12,180.01 in arrears through March 31, 2023.
7. The Tenant testified that the Landlord's application did not include all the Tenants' rent payments and that he had proof of payments made but he had not disclosed some evidence to the Landlords. On March 20, 2023, I issued an interim order providing the Tenants with an opportunity to provide all their evidence respecting: a) rent payments made to the Landlord via e-transfers, during the period September 20, 2021, to March 20, 2023; and b) all texts and other written communication from Landlords respecting payments made during this period, including cash payments.
8. The Tenants sent in some hand-written receipts with no names or signatures, just mentioning some random amounts and months with year. These receipts are not reliable since they can be written by anyone on a piece of paper. A receipt must specify the parties involved, what the receipt is for and the date it is received and what period is covered, along with signature of the person receiving it. The rent receipts submitted by Landlords show proper names and signatures of the issuing party and therefore are more reliable evidence.
9. The Tenants also sent records of all e-transfers made up to the hearing date to the Landlords which matches the Landlords' rent ledger.
10. I have tallied everything and the amounts that the Landlords claim are after considering the Tenants payments and based on the totality of evidence received, I do not find the Tenants have made any additional payments that have not been included in the Landlords' application or update sheet.
11. However, I do find that on the L1/L9 update sheet the Landlords are claiming that the Tenants owe rent arrears of \$12,180.01 for the period from September 2021 to March 31, 2023. This period is earlier than the rent arrears claimed on the N4 Notice and application which start on June 1, 2022. As the N4 Notice only provides notice to the Tenant that the Landlords are claiming rent arrears from June 1, 2022 onwards, I will not consider the Landlord's claim for rent arrears from before that date.
12. Therefore, I find that the rent arrears owing from June 1, 2022 to March 31, 2023 are \$11,600.00.
13. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlords collected a rent deposit of \$1,900.00 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.
15. Interest on the rent deposit, in the amount of \$26.42 is owing to the Tenants for the period from August 25, 2022 to March 15, 2023.

16. 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.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
  - \$14,386.00 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$16,986.00 if the payment is made on or before May 9, 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 has paid the full amount owing as ordered plus any additional rent that became due after May 9, 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 does not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 9, 2023.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlords \$8,541.78. 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 Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$85.48 per day for the use of the unit starting March 16, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlords the full amount owing on or before May 9, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 10, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 2, 2023, then starting May 9, 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 May 9, 2023.

**April 28, 2023**

**Date Issued**

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**Sheena Brar**

Member, Landlords 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 3, 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.

**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 April 30, 2023**

Rent Owing To April 30, 2023	\$23,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$9,600.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$
<b>Less</b> the amount the Landlords owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$14,386.00</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 9, 2023**

Rent Owing To May 31, 2023	\$26,400.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$9,600.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$16,986.00</b>

**C. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$19,882.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$9,600.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$
<b>Less</b> the amount of the last month's rent deposit	- \$1,900.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$26.42

<b>Less</b> the amount the Landlords owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlords</b>	<b>\$8,541.78</b>
Plus daily compensation owing for each day of occupation starting March 16, 2023	\$85.48 (per day)