



Order under Section 69 Residential Tenancies Act, 2006

Citation: Starlight Canadian Residential Growth Fund v Nousheen Lalji, 2023 ONLTB 32954

Date: 2023-04-26

File Number: LTB-L-053746-22

In the matter of: 2106, 50 BURNHILL RD
SCARBOROUGH ON M1L4R3

Between: Starlight Canadian Residential Growth Fund Landlord

And

Nousheen Lalji Tenant

Starlight Canadian Residential Growth Fund (the 'Landlord') applied for an order to terminate the tenancy and evict Nousheen Lalji (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 12, 2023.

The Landlord's Legal Representative Sean Beard and the Tenant 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 \$1,458.19. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.94. This amount is calculated as follows: \$1,458.19 x 12, divided by 365 days.
5. The Tenant has paid \$10,674.03 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 is \$400.00, inclusive of the arrears and costs of filing the application.
7. The Landlord presented evidence to show that the Tenant cancelled her payment of \$400.00 on or about January 21, 2022, the Landlord code was CVD -3059794.
8. The Tenant presented evidence of a screenshot picture showing banking transactions from January 7, 2022 until March 22, 2023. I examined this list, and I am unable to determined what types of transactions took place. There is no evidence or description to show what type of transaction may or may not have happened between those dates. It merely shows,

the Landlords name and an amount, these amounts also fluctuate. Without a description of the types of transactions that took place, I cannot determine if the \$400.00 was paid.

9. The Tenant did not produced a rent receipt showing they paid January 2022.
10. On a balance of probabilities, I am satisfied the Tenant has not paid the rent for January 2022 and the amount outstanding is \$400.00. I prefer the Landlords evidence as the email shows the payment of \$400.00 was canceled by the Tenant on or about January 21, 2022. The Tenant has not provided a rent receipt to show this amount was paid. The only evidence the Tenant presented was a screenshot of transactions, which I cannot determine what types of transactions took place.
11. The Tenant asked the Board to consider a payment plan and she wished to pay it within 3 months. The Landlord did not object to this payment plan.

It is ordered that:

1. The Tenant shall pay to the Landlord \$400.00, which represents the arrears of rent and costs outstanding for the period ending April 30, 2023.
2. The Landlord’s application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
15 th day of each month, for 3 months, starting May 15, 2023 to July 2023	\$133.33

- (b) The Tenant shall also pay the Landlord the rent for the months May 2023 up to and including July 2023, in full, on or before the first day of each corresponding month.
3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:
 - (a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the ‘Act’) for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
 - (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

April 26, 2023

Date Issued

Anthony Bruno

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.

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