



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Oliver Sharma v Kyle David Wood, 2023 ONLTB 32723

**Date:** 2023-04-26

**File Number:** LTB-L-053856-22

**In the matter of:** 481 EARL STREET  
MATTAWA ON P0H1V0

**Between:** Oliver Sharma Landlord

**And**

Jennifer Melissa Reid and Kyle David Wood Tenants

Oliver Sharma (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Melissa Reid and Kyle David Wood (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's agent Sandeep Sharma and Tenants 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 \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,350.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$11,950.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,700.00 from the Tenant 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.
9. The Tenant testified that he was not able to pay rent because he did not have any work being that he was a unionized employee there was no work during the pandemic. He

testified that he has begun work again and will be able to pay off the arrears through a monthly payment plan of \$800.00. The Tenant has three children and a spouse not currently working. He resides in a small town where there is not very many units available for rent.

10. The Landlord's agent stated that the Landlord is a young man in his early twenties trying to make a go. He does have employment and works hard. However, it is very difficult on him financially when the Tenant does not pay. He is still obligated to make his payments on the property. The Landlord's agent stated that the Landlord is not amenable to a payment plan as it would take 15 months for the Tenant to pay off the substantial arrears.
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 June 16, 2023 pursuant to subsection 83(1)(b) of the Act to give the Tenants time to find a new rental unit.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$12,136.00 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$13,836.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$15,536.00 if the payment is made on or before June 16, 2023. See Schedule 1 for the calculation of the amount owing.
3. 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 16, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 16, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,406.68. 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 Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$55.89 per day for the use of the unit starting April 13, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 8, 2023 at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenant 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 June 16, 2023, then starting June 17, 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 17, 2023.

**April 26, 2023**  
**Date Issued**

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Nicole Huneault  
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 17, 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 Tenant 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	\$15,300.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,350.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,136.00</b>

**B. 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	\$17,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,350.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$13,836.00</b>

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 16, 2023**

Rent Owing To June 30, 2023	\$18,700.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,350.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$15,536.00</b>

**D. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$14,270.68
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,350.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,700.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$9,406.68</b>