



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Singh v Kotai, 2023 ONLTB 32727

**Date:** 2023-04-24

**File Number:** LTB-L-050911-22

**In the matter of:** Basement 2, 3038 WESTON RD  
NORTH YORK ON M9M2S7

**Between:** Preet Gujral and Surinder pal Singh

Landlords

**And**

Lajos Kotai and Lajosne Kotai

Tenants

Preet Gujral and Surinder pal Singh (the 'Landlords') applied for an order to terminate the tenancy and evict Lajos Kotai and Lajosne Kotai (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 28, 2023.

The Landlords' Representative Y. Bhullar and the Tenant Lajos Kotai attended the hearing.

### **Determinations:**

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 \$1,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,100.00 to the Landlords since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$11,900.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,400.00 from the Tenant 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.
9. Interest on the rent deposit, in the amount of \$37.68 is owing to the Tenants for the period from March 1, 2022 to March 28, 2023.

10. The Tenant presented a payment plan that would have them paying the monthly rent on the first of every month and \$500.00 towards the arrears every month. They could not tell me how they were going to do it.
11. The Landlords' Representative opposed the payment plan due to how long it would take for the Landlords to be paid back and the lack of evidence presented as to how the Tenants would be able to pay the arrears. Any further delay would be prejudicial to the Landlords and there is no evidence that the tenancy is viable moving forward.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Given that the Tenants' proposal would take them over two years for them to pay back the arrears and that there is no evidence that they would be able to meet their proposed payment plan, I find it unfair to the Landlords to proceed with the requested payment plan.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenant 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:**
  - \$13,486.00 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$14,886.00 if the payment is made on or before May 5, 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 5, 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 5, 2023**
5. If the Tenants do not void the order, the Tenant shall pay to the Landlord \$10,537.16. 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 owe 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 \$46.03 per day for the use of the unit starting March 29, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before May 5, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 6, 2023 at 6.00% annually on the balance outstanding.

8. The Landlords 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 5, 2023, then starting May 6, 2023, the Landlords 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 Landlords on or after May 6, 2023.

**April 24, 2023**

**Date Issued**

\_\_\_\_\_  
William Greenberg  
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 November 6, 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	\$14,400.00
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	- \$1,100.00
<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 are entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$13,486.00</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 5, 2023**

Rent Owing To May 31, 2023	\$15,800.00
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	- \$1,100.00
<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 are entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$14,886.00</b>

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

Rent Owing To Hearing Date	\$12,888.84
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	- \$1,100.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,400.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$37.68
<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 are entitled to	- \$0.00
<b>Total amount owing to the Landlords</b>	<b>\$10,537.16</b>
Plus daily compensation owing for each day of occupation starting March 29, 2023	\$46.03 (per day)

2023 ONLTB 32727 (CanLII)