



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

**Citation:** Sawdeep Priya v Tiara Mckay, 2023 ONLTB 32669

**Date:** 2023-04-24

**File Number:** LTB-L-032172-22

**In the matter of:** B, 350 EDGEHILL DR Barrie  
ON L4N9X4

**Between:** Rajesh Bhandari Landlords  
Sawdeep Priya

**And**

Tiara Mckay Tenant

Rajesh Bhandari and Sawdeep Priya (the 'Landlords') applied for an order to terminate the tenancy and evict Tiara Mckay (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2023. The Landlord, Rajesh Bhandari, and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel on the hearing day.

The matter was previously adjourned due to scheduling overflow on January 30, 2023.

**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 \$1,335.84. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.92. This amount is calculated as follows: \$1,335.84 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$17,365.92.

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 \$1,200.00 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. Interest on the rent deposit, in the amount of \$40.45 is owing to the Tenant for the period from June 1, 2020 to April 13, 2023.
10. The Landlord also has another application at the Board regarding the Landlord's own use under file LTB-L-36768-22 and the parties are still waiting for the decision of that order.
11. The Tenant just started back to work with their own small business and a salon. The Tenant had been in receipt of OW and indicated that she makes approximately \$2,000.00 - \$3,500.00 per month between their business and their work at a salon. The Tenant also has a 14-year-old daughter that depends on her at home.
12. The Tenant requested that they be permitted to have a roommate to help pay back the rent arrears and to remain in the rental unit. The Tenant would not provide a proposal regarding a payment plan because they were uncertain whether or not the Landlords L2 application for their own use would come out and they would have to move. They needed to plan to save up their first and last for the next rental unit if the order comes out in favor of the Landlord.
13. The Landlord was opposed to a payment plan on the basis that they have had a multitude of previous applications regarding non-payment of rent with the Tenant since the tenancy began in 2016 and they are financially suffering as a result of the Tenants inconsistent and unreliable rent payments.
14. Since the Tenant would not provide a payment proposal to consider whether relief would be appropriate, aside from getting a roommate and hoping OW would help out with a couple months of rent, I do not find that plan appropriate. I lack the jurisdiction to order that the Landlords permit a roommate and I find it prejudicial to the Landlord to order an arbitrary payment plan otherwise.
15. I do find it appropriate to give the Tenant additional time to find alternative housing considering they have a teenage daughter to support, and they need to get their resources together to gather up enough for first and last for they new housing.
16. The Tenant requested a minimum of 60 days for termination and the Landlord sought a standard 11-day order. Considering the Tenant has not made any good faith payments to the Landlord and the rent arrears date back to April of 2022, I do not find an additional 2 months appropriate to permit the Tenant occupancy.
17. 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 15, 2023 pursuant to subsection 83(1)(b) of the Act.

**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:**
  - \$17,551.92 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$18,887.76 if the payment is made on or before May 15, 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 May 15, 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 May 15, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,546.59. 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 \$43.92 per day for the use of the unit starting April 14, 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 5, 2023, the Tenant 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 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 May 15, 2023, then starting May 16, 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 May 16, 2023.

**April 24, 2023**  
**Date Issued**

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Terri van Huisstede  
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 16, 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 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	\$17,365.92
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	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,551.92</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 15, 2023**

Rent Owing To May 31, 2023	\$18,701.76
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	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$18,887.76</b>

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

Rent Owing To Hearing Date	\$16,601.04
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	- \$0.00

<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,200.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$40.45
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$15,546.59</b>
Plus daily compensation owing for each day of occupation starting April 14, 2023	\$43.92 (per day)