



Order under Section 69 Residential Tenancies Act, 2006

Citation: Singh v Deopersad, 2023 ONLTB 31410

Date: 2023-04-14

File Number: LTB-L-033770-22

In the matter of: Basement, 52 GECKO CRT BRAMPTON
ON L6R2P1

Between: Karandeep Singh Landlord

And

Sandra Deopersad Tenant

Karandeep Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Deopersad (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

This application was heard by videoconference on March 21, 2023.

Only the Landlord and their Representative Jayant Unny attended the hearing.

As of 9:29a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: \$1,450.00 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 March 31, 2023 are \$15,950.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. The Landlord served the Tenant with an N8 Notice of Termination on May 24, 2022. The notice alleges that the Tenant has been persistently late in paying their rent. Specifically, the notice states that rent has been late or not paid from January 2022 to May 2022. The rent payments were often near the end of the month and were only partial payments.
10. Since the application was filed, the Tenant has paid no rent.
11. Based upon the uncontradicted evidence of the Landlord, I find on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late or not at all 15 times in the past 15 months.

Relief From Eviction

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. The Landlord testified that the non-payment of the Tenant's rent has resulted in the Landlord struggling to pay his own rent where he lives. I am not satisfied that it would be fair in the circumstances to grant relief from the L2 application with a pay on time order, or the L1 application with a payment plan, as the Tenant has made no rent payments in 11 months and therefore I am not satisfied that the Tenant would abide by a conditional order. Additionally, the Tenant did not attend the hearing to provide any evidence relevant to my analysis.
13. The Landlord requested an expedited eviction. Expedited evictions are generally reserved for situations involving dangerous behaviour or criminality. As such an expedited eviction will not be ordered. The tenancy will terminate on April 25, 2023.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 25, 2023.
2. The Tenant shall pay to the Landlord \$15,687.07. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$47.67 per day for the use of the unit starting March 22, 2023 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before April 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2023 at 6.00% annually on the balance outstanding.
5. If the unit is not vacated on or before April 25, 2023, then starting April 26, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 April 26, 2023.

April 14, 2023

Date Issued

Amanda Kovats

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 October 26, 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 if the tenancy is terminated

Rent Owing To Hearing Date	\$15,501.07
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Total amount owing to the Landlord	\$15,687.07
Plus daily compensation owing for each day of occupation starting March 22, 2023	\$47.67 (per day)

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