



Order under Section 69 Residential Tenancies Act, 2006

Citation: Shukla v West, 2023 ONLTB 29480

Date: 2023-04-04

File Number: LTB-L-033313-22

In the matter of: Unit 1 (Main Floor), 24 FLOWERTOWN AVE
BRAMPTON ON L6X2K2

Between: Vipul Shukla Landlord

And

Orlene West Tenant

Vipul Shukla (the 'Landlord') applied for an order to terminate the tenancy and evict Orlene West (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 31, 2023.

The Landlord's Legal Representative Ravinder Bassi, the Landlord, 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 \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$24,600.00.
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 \$2,200.00 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 \$66.48 is owing to the Tenant for the period from May 11, 2020 to January 31, 2023.

10. The Tenant testified that there were originally 4 tenants in the rental unit, but they moved out. The Tenant testified that she was eligible from assistance from Peel Housing, but that they required a rent ledger which was never provided by the Landlord.
11. The Tenant submitted that she was to begin a new job on February 13, 2023 which would assist her to pay January and February rent.
12. The Landlord testified that the last rent payment he received from the Tenant was August 2022, and that he had never received a request from Peel Housing for information. The Landlord testified that he is experiencing significant prejudice, as he is paying a mortgage, taxes, and utilities for the property which must be financed through a line of credit, and he is receiving no rental income.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
 - \$31,386.00 if the payment is made on or before April 15, 2023 (less any payments made since the date of the hearing). 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 April 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 April 15, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$22,519.52 (less any payments made since the date of the hearing). 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 \$72.33 per day for the use of the unit starting February 1, 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 April 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 16, 2023 at 6.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 15, 2023, then starting April 16, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 16, 2023.

April 4, 2023
Date Issued

Margo den Haan
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 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 15, 2023

Rent Owing To April 30, 2023 (less any payments made since the date of the hearing)	\$32,700.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,500.00
Total the Tenant must pay to continue the tenancy	\$31,386.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date (less any payments made since the date of the hearing)	\$26,100.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,500.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$66.48
Total amount owing to the Landlord	\$22,519.52
Plus daily compensation owing for each day of occupation starting February 1, 2023	\$72.33 (per day)