



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

**Citation:** 1500 Eglinton Avenue West Inc. v Bangura, 2023 ONLTB 27377

**Date:** 2023-03-23

**File Number:** LTB-L-044477-22

**In the matter of:** 106, 1500 EGLINTON AVE W YORK  
ON M6E2G5

**Between:** 1500 Eglinton Avenue West Inc. Landlord

**And**

Bai Bangura, Karimmatu Bangura, Tenants  
Princess Bangura and Sharon Small

1500 Eglinton Avenue West Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Bai Bangura, Karimmatu Bangura, Princess Bangura and Sharon Small (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on March 2, 2023. The Landlord's legal representative, S. Sciulli, and the Tenant, B. Bangura (BB), attended the hearing. BB stated he was appearing on behalf all of the Tenants.

**Preliminary Issue:**

***Post-hearing submissions***

1. The parties disputed the amount paid by the Tenants after the application was filed. The Tenants state that they only did not pay February and March 2023 rent. However, the Landlord submits that there was a shortfall in other months. At the hearing, the parties went into detail the rent paid since July 2022 to present and there was a discrepancy. BB testified that he had receipts regarding the amounts paid.
2. I allowed the parties to make post-hearing submissions regarding the rent paid. The Tenant was instructed to provide receipts of rent paid from July 2022 to present on or before March 6, 2023 to the Landlord and to the Board. The Tenant stated that he did not have internet but had a fax machine. The Tenant was instructed to fax the receipts to the Landlord, who would then file them with the Board. The Landlord was given until March 10, 2023 to provide reply submissions.

3. On March 14, 2023, the Board received a letter from the Landlord stating that to date, the Tenant had not provided the post-hearing submissions. As such, the order below is based on the evidence provided at the hearing.

**Determinations:**

4. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment 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.
5. As of the hearing date, the Tenants are still in possession of the rental unit.
6. The lawful rent is \$1,537.50. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$50.55. This amount is calculated as follows:  $\$1,537.50 \times 12$ , divided by 365 days.
8. The Tenants have paid \$9,000.00 to the Landlord since the application was filed.
9. The rent arrears owing to March 31, 2023 are \$4,612.50.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,500.00 from the Tenants 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.
12. Interest on the rent deposit, in the amount of \$43.15 is owing to the Tenants for the period from January 7, 2022 to March 2, 2023.
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 Tenants and find that it would not be unfair to postpone the eviction until April 30, 2023 pursuant to subsection 83(1)(b) of the Act.
14. Pursuant to section 83(6), I am required to consider whether the Landlord made attempts to negotiate a payment agreement with the Tenants. The Landlord's legal representative submitted that the Landlord sent multiple notices regarding rent arrears and a repayment plan. However, the Tenants were unresponsive until the hearing date. I am satisfied that the Landlord attempted to negotiate a payment agreement with the Tenants.
15. With respect to section 83(2), BB submitted that he has two children residing with him and if the tenancy was terminated, he needs at least six months to vacate the unit. The Tenants did not propose a repayment plan.

16. In consideration of the foregoing, I find that it would not be unfair to postpone termination of the tenancy. BB stated that he has February and March 2023 rent available, he just had not paid it yet. As such, the postponed termination date will give the Tenants some time to organize the funds needed to void this order.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$4,798.50 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$6,336.00 if the payment is made on or before April 30, 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 has paid the full amount owing as ordered plus any additional rent that became due after April 30, 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 does not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 30, 2023**
  5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$1,818.95. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
  6. The Tenants shall also pay the Landlord compensation of \$50.55 per day for the use of the unit starting March 3, 2023 until the date the Tenants moves out of the unit.
  7. If the Tenants does not pay the Landlord the full amount owing on or before April 3, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 4, 2023 at 5.00% annually on the balance outstanding.
  8. The Landlord 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 April 30, 2023, then starting May 1, 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 1, 2023.

**March 23, 2023**

**Date Issued**

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Camille Tancioco

Member, Landlord and Tenants 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 1, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2023**

Rent Owing To March 31, 2023	\$13,612.50
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$9,000.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$4,798.50</b>

**B. 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	\$15,150.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$9,000.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$6,336.00</b>

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

Rent Owing To Hearing Date	\$12,176.10
Application Filing Fee	\$186.00
NSF Charges	\$0.00

<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$9,000.00
<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	- \$1,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$43.15
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$1,818.95</b>
Plus daily compensation owing for each day of occupation starting March 3, 2023	\$50.55 (per day)