



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

**Citation:** Thadani v Knisley, 2023 ONLTB 26137

**Date:** 2023-03-21

**File Number:** LTB-L-044673-22

**In the matter of:** C, 1667 BATHURST ST  
TORONTO ON M5P3J8

**Between:** Neil (narain) Thadani Landlord

**And**

Monique Aimee Knisley Tenant

Neil (narain) Thadani (the 'Landlord') applied for an order to terminate the tenancy and evict Monique Aimee Knisley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2023.

The Landlord, their Representative Elizabeth Chea and the Tenant attended the hearing.

### **Determinations:**

#### Adjournment Request

1. The Tenant requested an adjournment because they wanted more time to contact their bank and retrieve their financial records in order to respond to the Landlord's claims about outstanding arrears. The Landlord was opposed to an adjournment.
2. Section 183 of the *Residential Tenancies Act, 2006* directs the Board to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter.
3. I denied the Tenant's adjournment request because I was not satisfied that they did not have adequate time to prepare for the hearing. The notice of termination was served July

2022 and since that time the Tenant has been aware that an application is likely pending at the Board. Additionally, the notice of hearing was mailed to the Tenant as of February 20, 2022.

The Application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,391.28. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$45.74. This amount is calculated as follows: \$1,391.28 x 12, divided by 365 days.
8. The Tenant has paid \$9,600.00 to the Landlord since the application was filed.
9. The rent arrears owing to March 31, 2023 are \$7,106.13.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. The Tenant requested relief from eviction in the form of a repayment plan but was not able to say concretely how much she could pay each month towards the arrears. I do not think it would be fair in the circumstances to impose a repayment plan as I am not satisfied that the Tenant would abide by it given the large amount of outstanding arrears and the lack of specifics about repayment.
13. The Tenant also requested relief from eviction in the form of a postponed eviction. The Tenant testified that she has experienced trauma in the past year and needs some time to sort out her finances. The Landlord was not opposed to a delay to the end of March 2023. 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 April 8, 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:**

- \$7,292.13 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$8,683.41 if the payment is made on or before April 8, 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 April 8, 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 8, 2023.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,992.33. 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.
  6. The Tenant shall also pay the Landlord compensation of \$45.74 per day for the use of the unit starting March 3, 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 1, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 2, 2023 at 5.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before April 8, 2023, then starting April 9, 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 9, 2023.

**March 21, 2023**

**Date Issued**

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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 9, 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 March 31, 2023**

Rent Owing To March 31, 2023	\$16,706.13
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	- \$9,600.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$7,292.13</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 8, 2023**

Rent Owing To April 30, 2023	\$18,097.41
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	- \$9,600.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$8,683.41</b>

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

Rent Owing To Hearing Date	\$15,406.33
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	- \$9,600.00
<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	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$5,992.33</b>
Plus daily compensation owing for each day of occupation starting March 3, 2023	\$45.74 (per day)