



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Deol v Hetherington, 2023 ONLTB 23342

**Date:** 2023-03-09

**File Number:** LTB-L-036797-22

**In the matter of:** 645 MCGILL LANE  
WOODSTOCK ON N4T0L3

**Between:** Kamaldeep Kaur and Rajwinder Deol Landlords

**And**

Amity Hetherington, Kristen Michelle Moore Tenants  
and Shay Amanda Hetherington

Kamaldeep Kaur and Rajwinder Deol (the 'Landlords') applied for an order to terminate the tenancy and evict Amity Hetherington, Kristen Michelle Moore and Shay Amanda Hetherington (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on February 13, 2023.

Only the Landlords and the Landlord's Legal Representative E. Anani attended the hearing.

As of 9:41 a.m., the Tenants were 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 Landlords' evidence.

### Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$27,350.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$2,800.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$67.12 is owing to the Tenants for the period from March 1, 2022 to February 13, 2023.

*Relief From Eviction*

10. The Landlord seeks a standard 11 day voidable termination order as the arrears are substantial and the Tenant has not paid rent in several months. The Tenant did not attend to give evidence on their circumstances and the Landlord was not aware of any reason to delay or deny the termination of the tenancy.
11. 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 Landlords 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 Landlords or to the LTB in trust:**
  - \$30,336.00 if the payment is made on or before March 20, 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 have paid the full amount owing as ordered plus any additional rent that became due after March 20, 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 do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 20, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$23,065.53. 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 Landlords 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 Landlords compensation of \$92.05 per day for the use of the unit starting February 14, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before March 20, 2023, the Tenants will start to owe interest. This will be simple interest calculated from March 21, 2023 at 5.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 20, 2023, then starting March 21, 2023, the Landlords 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 Landlords on or after March 21, 2023.

**March 9, 2023**  
**Date Issued**

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**André-Paul Baillargeon-Smith**  
Member, Landlord and Tenant Board

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**Nicola Mulima**  
Vice Chair, 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 September 21, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 20, 2023**

Rent Owing To March 31, 2023	\$30,150.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords 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>\$30,336.00</b>

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

Rent Owing To Hearing Date	\$25,746.65
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
<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	- \$2,800.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$67.12
<b>Less</b> the amount the Landlords 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 Landlords</b>	<b>\$23,065.53</b>
Plus daily compensation owing for each day of occupation starting February 14, 2023	\$92.05 (per day)

