



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Rana v Ballard, 2023 ONLTB 21959

**Date:** 2023-02-28

**File Number:** LTB-L-039413-22

**In the matter of:** 14 Patterson Street  
Belleville ON K8N1S9

**Between:** Umair Naseem Rana Landlord

**And**

Chris Ballard Tenant

Umair Naseem Rana (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Ballard (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 15, 2023.

The Landlord Umair Naseem Rana and the Tenant Chris Ballard attended the hearing.

### **Determinations:**

1. At the hearing the Landlord relied on oral submissions and referred to documents to support their application. The Tenant was also given an opportunity to provide submissions and evidence.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent was \$700.00 and increased to \$717.50 on January 1, 2023. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$23.59. This amount is calculated as follows:  $\$717.50 \times 12$ , divided by 365 days.
6. The Tenant has paid \$1,520.00 to the Landlord since the application was filed.
7. The Landlord claimed the rent arrears owing to February 28, 2023 are \$4,615.00. The Tenant disagreed with this amount but provided no evidence of any payments that were made to the Landlord which were not accounted for. I scrutinized the rent arrears and the rent ledger and did not find any math errors. I invited the Tenant to provide me information on missing payments and he could not. I find on a balance of probabilities the rent arrears owing to February 28, 2023 are \$4,615.00.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$700.00 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.
10. Interest on the rent deposit, in the amount of \$14.97 is owing to the Tenant for the period from October 2, 2020 to February 15, 2023.
11. The Landlord sought eviction within 11 days of this order. He has had to take loans and use his line of credit to pay the costs associated with the rental unit. The Landlord's evidence was he had made several attempts to come to reach a payment agreement with the Tenant to address the rent arrears but the Tenant was always behind. He testified the Tenant, upon learning the Landlord filed this application, advised he would no longer pay rent and would wait for the hearing. The Tenant did not dispute taking this position.
12. The Tenant explained he stopped paying rent because he had issues with his phone and could not access his online banking. He also stated he disagreed with the arrears and decided to stop paying rent when he learned the Landlord had filed an application with the Board. I asked the Tenant why he did not pay the monthly rent leading up to the hearing since this amount was not in dispute. The Tenant acknowledged the amount of the lawful monthly rent and provided no reason for not paying the Landlord the monthly rent that became due and owing after the application was filed.
13. I asked the Tenant if there were any circumstances he wanted me to be aware of that would make an order for eviction unfair. The Tenant responded there were none. He lives alone and requested three weeks to find alternate living accommodations. I canvassed the Tenant's monthly income to assess whether an ordered payment plan was feasible and I was not satisfied the Tenant could reasonably afford the monthly rent, a meaningful payment towards the rent arrears and other life costs.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act') including 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. The Tenant has known since the N4 Notice was served on June 15, 2022 that relocation was a distinct possibility, particularly since he decided himself to stop paying the lawful monthly rent. In any case, the termination date in this order will be 23 days after the date of the hearing. Two days longer than the Tenant requested.

**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:**
  - \$4,801.00 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$5,518.50 if the payment is made on or before March 11, 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 March 11, 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 March 11, 2023**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,722.38. 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 \$23.59 per day for the use of the unit starting February 16, 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 March 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 12, 2023 at 5.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before March 11, 2023, then starting March 12, 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 March 12, 2023.

**February 28, 2023**

**Date Issued**

\_\_\_\_\_  
John Cashmore

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 September 12, 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 February 28, 2023**

|  |                   |
|--|-------------------|
| Rent Owing To February 28, 2023  | \$6,135.00        |
| 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 | - \$1,520.00      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$4,801.00</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 11, 2023**

|  |                   |
|--|-------------------|
| Rent Owing To March 31, 2023   | \$6,852.50        |
| 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 | - \$1,520.00      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$5,518.50</b> |

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

|  |                      |
|--|----------------------|
| Rent Owing To Hearing Date   | \$5,771.35           |
| 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 | - \$1,520.00         |
| <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                                | - \$700.00           |
| <b>Less</b> the amount of the interest on the last month's rent deposit                | - \$14.97            |
| <b>Total amount owing to the Landlord</b>  | <b>\$3,722.38</b>    |
| Plus daily compensation owing for each day of occupation starting February 16, 2023    | \$23.59<br>(per day) |