



**Order under Section 69 and 87(3)  
Residential Tenancies Act, 2006**

**Citation:** Gill v Mansubi, 2023 ONLTB 20601

**Date:** 2023-02-21

**File Number:** LTB-L-017973-22

**In the matter of:** 513, 150 Oak Park Boulevard  
Oakville ON L6H3P2

**Between:** Gurpal Singh Gill Landlords  
Harpreet Mann

**And**

Farzaneh Bahrainy Tenants  
Melody Mansubi

Gurpal Singh Gill and Harpreet Mann (the 'Landlords') applied for an order to terminate the tenancy and evict Farzaneh Bahrainy and Melody Mansubi (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenants have been persistently late in paying the Tenants' rent.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 8, 2023.

Only the Landlord Gurpal Singh Gill and the Landlord's Legal Representatives Raïessa Nallini Mahabit and Charmaine Spiteri attended the hearing.

As of 10:45 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. Since the Tenants did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

**Determinations:**

1. At the hearing, the Landlord's Legal Representative advised the Board the Tenants had vacated the rental unit on September 4, 2022. The Tenants were in possession of the rental unit when the application was filed.
2. Since the Tenants had already vacated the rental unit the Landlord no longer sought eviction.

3. The Landlord requested an order for daily compensation of the rental unit for the period between March 28, 2022 and September 4, 2022. The termination date on the first N5 Notice of Termination served on the Tenants was March 27, 2022. The time period between the termination date on the first N5 Notice and the date the Tenants vacated is 161 days.
4. Based on the monthly rent, the daily compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
5. The Tenants were required to pay the Landlords \$13,762.28 in daily compensation for use and occupation of the rental unit for the period from March 28, 2022 to September 4, 2022.
6. The Tenants did not make any payments to the Landlords during this time period.
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 \$2,600.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$35.06 is owing to the Tenants for the period from October 4, 2020 to September 4, 2022.

**It is ordered that:**

1. The tenancy is terminated effective September 4, 2022.
2. The Tenants shall pay to the Landlord \$11,313.22, which represents compensation for the use of the unit from March 28, 2022 to September 4, 2022 and costs, less the rent deposit and interest the Landlords owe on the rent deposit.
3. If the Tenants do not pay the Landlords the full amount owing by March 3, 2023, the Tenants will start to owe interest. This will be simple interest calculated at 5.00% annually starting March 4, 2023 on the balance outstanding.

**February 21, 2023**

**Date Issued**

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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.