



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bhavsar v Antle, 2023 ONLTB 20596

Date: 2023-02-15

File Number: LTB-L-017706-22

In the matter of: 8 HINCHLEY WOOD GROVE
BRAMPTON ON L6V3M3

Between: Sunil Bhavsar Landlord

And

Shelley Macinnis Tenants
Wayne Patrick Antle

Sunil Bhavsar (the 'Landlord') applied for an order to terminate the tenancy and evict Shelley Macinnis and Wayne Patrick Antle (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

Sunil Bhavsar (the 'Landlord') also applied for an order to terminate the tenancy and evict Shelley Macinnis and Wayne Patrick Antle (the 'Tenants') because the Tenants have been persistently late in paying the monthly rent.

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

Only the Landlord Sunil Bhavsar and the Landlord's Legal Representative Iftikhar Khan attended the hearing.

As of 9:44 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 and the Landlord's Legal Representative relied on oral submissions and referred to documents to support their application.

L2 Application

2. The Landlord requested consent of the Board to withdraw their L2 application. Pursuant to section 200(4) of the Residential Tenancies Act, 2006 (the Act), I consented to the withdrawal of the application.

L1 Application

3. The Landlord 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
7. The Tenants have paid \$7,970.00 to the Landlord since the application was filed.
8. The rent arrears owing to February 28, 2023 are \$23,036.84.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,600.00 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.
11. Interest on the rent deposit, in the amount of \$77.34 is owing to the Tenants for the period from January 2, 2021 to February 8, 2023.
12. 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 Tenants. The Landlord submitted that ongoing efforts were made to discuss the rental arrears with the Tenants however nothing materialized. I asked the Landlord if they were aware of any circumstances the Tenants may be experiencing that would make eviction unfair and they were aware of none. I find 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 Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$23,222.84 if the payment is made on or before February 26, 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 February 26, 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 February 26, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$18,629.34. 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 \$85.48 per day for the use of the unit starting February 9, 2023 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 26, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 27, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 26, 2023, then starting February 27, 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 February 27, 2023.
10. The Landlord's L2 application is dismissed.

February 15, 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 August 27, 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 February 26, 2023

Rent Owing To February 28, 2023	\$31,006.84
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,970.00
Total the Tenants must pay to continue the tenancy	\$23,222.84

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

Rent Owing To Hearing Date	\$29,090.68
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,970.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$77.34
Total amount owing to the Landlord	\$18,629.34
Plus daily compensation owing for each day of occupation starting February 9, 2023	\$85.48 (per day)