



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

Citation: PIRAVEEN v LEWIS, 2023 ONLTB 18990

Date: 2023-02-14

File Number: LTB-L-015424-22

In the matter of: 1512 PENNEL DRIVE
OSHAWA ONTARIO L1K2P6

Between: ARTHI PIRAVEEN and PIRAVEEN Landlord
SHANMUGANATHAN

And

ANTHONY LEWIS and SONIA PRYCE Tenants

ARTHI PIRAVEEN and PIRAVEEN SHANMUGANATHAN (the 'Landlord') applied for an order to terminate the tenancy and evict ANTHONY LEWIS and SONIA PRYCE (the 'Tenants') because

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on January 26, 2023.

Only the Landlord's Representative Mayra Sawicki attended the hearing.

As of 10:23a.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 Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenants 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,020.83. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$66.44. This amount is calculated as follows: \$2,020.83 x 12, divided by 365 days.
5. The Tenants have paid \$33,093.29 to the Landlord since the application was filed.

6. The rent arrears owing to January 31, 2023 are \$3,280.08.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,950.00 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.
9. Interest on the rent deposit, in the amount of \$26.88 is owing to the Tenants for the period from September 23, 2021 to January 26, 2023.

L2 Application – Persistent Late Payment of Rent

10. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1 day of each Monthly. The rent has been paid late or not at all 30 times in the past 30 months from the period of August 2020 to January 2023. The rent is also not paid on a consistent date and is often paid in the middle of the month. I make those findings based on the uncontested evidence of the Landlord's rent ledger.
11. The Landlord's representative submitted that the affect on the Landlord of the persistent late payment is that the Landlord relies on the rent payments to pay their bills and other costs.
12. The Tenants were informed about the late and outstanding payments on April 21, 2022 and the parties discussed a repayment plan in May 2022. The Landlord representative submitted that the Tenant did not abide by the repayment agreement that the parties agreed to.

Relief from Eviction

13. The Landlord's Representative indicated that the Landlord is agreeable to a conditional pay on time order if the Tenant voids the L1 order. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act if the Tenants void the L1 order.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
 - \$5,501.91 if the payment is made on or before February 25, 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 Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 25, 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 Tenants do not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 25, 2023.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,210.81. 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 Tenants shall also pay the Landlord compensation of \$66.44 per day for the use of the unit starting January 27, 2023 until the date the Tenant moves out of the unit.
7. If the unit is not vacated on or before February 25, 2023, then starting February 26, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 26, 2023.

L2 Application – Persistent Late Payment of Rent

9. If the Tenants voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
10. The Tenants shall pay the Landlord the monthly rent due on or before the first day of the month for the period March 2023 to February 2024.
11. If the Tenants fail to make any of the payments in paragraph 10 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenants, for an order terminating the tenancy and evicting the Tenants.

February 14, 2023

Date Issued

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 August 26, 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 25, 2023

Rent Owing To February 28, 2023	\$38,394.2
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$33,093.29
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$5,501.91

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

Rent Owing To Hearing Date	\$36,079.98
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$33,093.29
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$26.88
Total amount owing to the Landlord	\$1,210.81
Plus daily compensation owing for each day of occupation starting January 27, 2023	\$66.44 (per day)