



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Morgan v Patsy, 2023 ONLTB 13934

**Date:** 2023-01-10

**File Number:** LTB-L-023143-22

**In the matter of:** Unit 304, 9 GEORGE ST N  
BRAMPTON ON L6Y1P4

**Between:** Chantouy Morgan Landlord

**And**

Ramjattan Singh and Ramjattan Singh Tenant  
Patsy Ramjattan Singh

Chantouy Morgan (the 'Landlord') applied for an order to terminate the tenancy and evict Ramjattan Singh and Ramjattan Singh Patsy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 10, 2022.

The Landlord and the Landlord's representative Claudette Ricketts and the Tenant attended the hearing.

The application is amended to remove the Tenant Ramjattan Singh, who is now deceased.

### Preliminary Matter – Adjournment Request

1. The Tenant testified that she only received the notice of hearing only 5 days in advance of the hearing and was therefore not able to retain legal representation and provide evidence to support many of her allegations against the Landlord.
2. At the hearing I determined that the Tenant did have notice of the hearing prior to December 5, 2022, as she submitted documents to the Board on November 3, 2022, this was confirmed through Board records. Therefore, the Tenant had notice of the hearing at least 7 or more days prior.
3. The Tenant received the N4 notice to terminate the Tenancy for non-payment of rent on March 31, 2022. At this time of the service of the N4, the rent arrears were \$7200.00. The Tenant was aware that an application was being filed against her for non-payment of arrears and has had a great deal of time since this notice was served to retain legal representation. The arrears to the Landlord were significant and the adjournment request was denied, as a delay in the matter being heard would prejudice the Landlord.

**Determinations:**

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,200.00. It is due on the first day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to November 30, 2022 are \$24,800.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Substantial interference

12. The Tenant alleges that the Landlord denied the Tenant access to the mailbox at the rental unit. The Landlord denies the allegation. The Tenant did not file in advance of the hearing and serve on the Landlord s. 82 issues a Tenant may raise at a hearing. Therefore, the matter is not properly before me and I cannot consider this issue as a part of my determinations. The Tenant may file a Tenant's Rights (T2 application) with the Board to address the substantial interference claims within one year of the Tenant vacating the rental unit.

Rental Payments

13. The Landlord claimed that the rent has not been paid and arrears are owing. The Tenant alleges she has paid the monthly rent and does not owe the full amount of arrears claimed. The Tenant stated that she paid the property manager Mr. Leslie cash for rent. However, she could not provide evidence to support what months she paid Mr. Leslie cash for the rent and could not provide bank statements that could identify cash withdrawals supporting cash rent payments.
14. As the Tenant had no evidence to support that cash payments had been made to the Landlord's Agent, or the months that the payments were made, on the balance of probabilities I accept the Landlord's evidence that the rent had not been paid and the full amount of arrears as claimed are owing.

### Relief From Eviction

15. The Landlord seeks a termination of the tenancy. The Landlord is a small Landlord and testified that she is in financial distress over the rent arrears. She relies on the rent to pay for the mortgage and maintain the home. Due to the amount of arrears owing and the Tenant not paying the rent as it falls due she is at risk of losing her home.
16. The Tenant requests that her tenancy be preserved. The Tenant also testified she had medical issues and required the use of a walker. However, the Tenant did not indicate that these issues were substantial and would give reason for delaying or denying an eviction. The Tenant did not provide medical documentation from a treating physician verifying or supporting her assertion or advising how or why her condition would require a delay or denial of a termination of the tenancy.
17. Although the Tenant testified that she had multiple income sources, including rent from a support person living in the rental unit and from renting out her parking space, the Tenant was unable to provide a viable payment plan for the rent arrears owing or to demonstrate a commitment to pay the rent as it falls due.
18. I find that the rent arrears are significant, a delay in termination of the tenancy will likely cause the arrears to increase as the Tenant is not paying the rent as it falls due, and to continue the tenancy would be prejudicial to the Landlord.
19. For the reasons that I have stated above, and I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Given the Tenant has a medical issue for which she requires the use of a walker, I have delayed the eviction until February 25, 2023 to allow the Tenant additional time to make alternate living arrangements.

### Post Hearing Submissions

20. After the hearing, the Tenant submitted several post hearing submissions to the Board. The post hearing submissions were not requested by the Board and the submissions were not accepted.
21. The submissions were an attempt to reargue the matter after the hearing was completed. These submissions were not considered as they were not relevant to the outstanding rent payments but rather related to allegations of criminal activity by the Landlord. These allegations of the Landlord's activities have no relevance in my determination of the rent arrears owed to the Landlord.

### **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:**

- **\$30,886.00** if the payment is made on or before February 15, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

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 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 Tenant does 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 Tenant does not void the order, the Tenant shall pay to the Landlord \$30,886.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting 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 February 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 26, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. 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.
10. 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.

2023 ONLTB 13934 (CanLI)

**January 31, 2023**

**Date Issued**

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Maria Shaw

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 July 22, 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**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 January 31, 2023**

Rent Owing To January 31, 2023	\$29,200.00
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	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$30,886.00</b>

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

Rent Owing To Hearing Date	24,800.00
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	- \$0.00
<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	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$24,986.00</b>
Plus, daily compensation owing for each day of occupation starting December 1, 2022	\$72.33 (per day)