



Order under Section 21.2 of the Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc. v Sharma, 2022 ONLTB 14610

Date: 2022-12-21

File Number: LTB-L-018837-22-RV

In the matter of: 1816, 191 SHERBOURNE ST
TORONTO ON M5A3X1

Between: MetCap Living Management Inc. Landlord

And

Ashish Sharma and Bharti Sharma Tenant

Review Order

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ashish Sharma and Bharti Sharma (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-018837-22 issued on November 16, 2022.

On November 21, 2022, the Landlord requested a review of the order.

This request was heard by videoconference on December 20, 2022.

The Landlord's legal representative, Sofia Enriquez, and the Tenants attended the hearing.

Determinations:

1. I am satisfied that the Landlord was not reasonably able to participate in the proceedings because the hearing date was recorded erroneously. As a result, I cancelled order LTB-L-018837-22 issued on November 16, 2022 and proceeded to hear the Landlord's application.
2. The Tenants said they did not receive the N4 notice of termination which was served by mail. The Tenants did not offer any explanation as to why they would not have received the mail. I find, based on a balance of probabilities on the evidence before me, that the Landlord served the N4 notice of termination in accordance with the Act.
3. The Tenants did not contest the Landlord's calculation of the arrears.
4. The lawful rent is \$1,668.78. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$54.86. This amount is calculated as follows: \$1,668.78 x 12, divided by 365 days.
6. The Tenants have paid \$13,400.00 to the Landlord since the application was filed.
7. The rent arrears owing to December 31, 2022 are \$6,657.39.
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 \$1,649.00 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.
10. Interest on the rent deposit, in the amount of \$21.90 is owing to the Tenants for the period from November 12, 2020 to December 20, 2022.
11. 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 postpone the eviction until January 10, 2023 pursuant to subsection 83(1)(b) of the Act as requested by the Tenants and as agreed to by the Landlord.

It is ordered that:

1. The request to review order LTB-L-018837-22 issued on November 16, 2022 is granted. The order is cancelled and replaced with this order.
2. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
3. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,843.39 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,512.17 if the payment is made on or before January 10, 2023. See Schedule 1 for the calculation of the amount owing.
4. 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 January 10, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
5. **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 January 10, 2023**
6. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,600.91. 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.

7. The Tenants shall also pay the Landlord compensation of \$54.86 per day for the use of the unit starting December 21, 2022 until the date the Tenants move out of the unit.
8. If the Tenants do not pay the Landlord the full amount owing on or before January 1, 2023, the Tenants will start to owe interest. This will be simple interest calculated from January 2, 2023 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before January 10, 2023, then starting January 11, 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 January 11, 2023.

December 21, 2022
Date Issued

Richard Ferriss
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 11, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2022

Rent Owing To December 31, 2022	\$20,057.39
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$13,400.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$6,843.39

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 10, 2023

Rent Owing To January 31, 2023	\$21,726.17
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$13,400.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$8,512.17

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

Rent Owing To Hearing Date	\$19,485.81
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$13,400.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,649.00
Less the amount of the interest on the last month's rent deposit	- \$21.90
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$4,600.91
Plus daily compensation owing for each day of occupation starting December 21, 2022	\$54.86 (per day)