



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

Citation: Chaudhry Kuldip v Neil, 2022 ONLTB 14597

Date: 2022-12-21

File Number: LTB-L-009356-22-RV

In the matter of: 80 REEVE STREET
WOODSTOCK ON N4S3G6

Between: Chaudhry Kuldip Landlord

And

Louisa Miriam Neil and Rock Nathaniel Neil Tenants

Review Order

Chaudhry Kuldip (the 'Landlord') applied for an order to terminate the tenancy and evict Louisa Miriam Neil and Rock Nathaniel Neil (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

The request to review was heard on November 23, 2022. The Landlord, represented by Elizabeth Anani, and the Tenant Miriam Neil, attended the hearing.

Determinations:

1. The Tenants claim there was a serious error in the original order issued on October 19, 2022.
2. The order issued on October 19, 2022 contained an error that required the Tenants to pay \$2,000.00 more than required to void the order. This order corrects this serious error.
3. The Tenants also claim they were not reasonably able to participate. Ms. Neil claims she was under a restraining order when the notice of hearing was delivered to the Tenants. There was no explanation why Mr. Neil did not attend the hearing.
4. In determining whether to grant relief from eviction and to include a repayment plan for the Tenants, I have considered the fact that the Tenants moved into the rental unit in September 2021 and as of the date of the review hearing the Tenants had failed to pay to the Landlord five of the months rent that had become due. In addition, after the review hearing the Tenants have also failed to pay December rent which has become due. Considering the fact that the Tenants have failed to pay rent since the review hearing, I find it would be unfair to the Landlord to impose a plan which on a balance of probabilities, cannot be complied with by the Tenants as evidenced by their failure to again pay the lawful monthly rent.

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
9. The Tenant has paid \$12,000.00 to the Landlord since the application was filed.
10. The rent arrears owing to November 30, 2022 are \$10,000.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
13. 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 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 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:**
 - \$12,186.00 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,186.00 if the payment is made on or before January 1, 2023. See Schedule 1 for the calculation of the amount owing.
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 January 1, 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 January 1, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,698.25. 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 \$65.75 per day for the use of the unit starting November 24, 2022 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 January 1, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 2, 2023 at 2.00% 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 January 1, 2023, then starting January 2, 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 2, 2023.

December 21, 2022

Date Issued

Greg Joy
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 2, 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 December 31, 2022

Rent Owing To December 31, 2022	\$24,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 1, 2023

Rent Owing To January 31, 2023	\$26,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$14,186.00

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

Rent Owing To Hearing Date	\$21,512.25
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,000.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$9,698.25
Plus daily compensation owing for each day of occupation starting November 24, 2022	\$65.75 (per day)