



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

Citation: Huifelen Corporation v Singh, 2022 ONLTB 13564

Date: 2022-12-07

File Number: LTB-L-008466-22

In the matter of: 5690 LONGBOAT AVE
MISSISSAUGA ON L5M7E7

Between:	Huifelen Corporation	Landlord
	and	
	Iqbal Singh	Tenant

2022 ONLTB 13564 (CanLII)

Huifelen Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Iqbal Singh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 2, 2022.

The Landlord did not attend the hearing but was represented by Howard Tavroges.

As of 4:00 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,800.00. It is due on the 1st day of each Month.
4. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
5. The Tenant has paid \$19,600.00 to the Landlord since the application was filed.
9. The rent arrears owing to November 30, 2022 are \$11,200.00.

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,800.00 from the Tenant 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.
15. Interest on the rent deposit, in the amount of \$36.73 is owing to the Tenant for the period from September 30, 2020 to November 2, 2022.

L2 Application – Persistent Late Payment of Rent

16. The tenancy is a month-to-month tenancy in which rent is due on the first day of the month. The tenancy has been in place for approximately 25 months.
17. The Tenant was in possession of the rental unit on the date the application was filed.
18. The Landlord's L2 application is based on an N8 notice of termination that was delivered to the Tenant on January 26, 2022, which identified a termination date of November 30, 2022. The notice of termination alleged that the Tenant had been persistently late in paying the rent since April 2021.

Evidence

19. The Landlord's legal representative directed the Board to the Notice to End your Tenancy at the End of the Term (N8 Notice) which demonstrates that beginning on and around April 2021, the Tenant had persistently made their rent payments late. This pattern of late payments continued through to August 26, 2022. The legal representative entered into evidence a summary of payments beginning on and around March 8, 2022 through to August 26, 2022 indicating that the Tenant had made lump sum payments on various dates for each month throughout this range of time, none of which were made on the 1st of each month, all of which were equal to 1-2 months of rent in value.
20. Since the N8 notice of termination was given to the Tenant, the Tenant had continued to pay the rent late for the months of January 2022 and February 2022.
21. In response to questions posed by the Board, the Landlord's legal representative asserted that any delays in an eviction would be prejudicial to the Landlord given the magnitude of arrears to date, and the risk that further arrears would accumulate given the payment history which would be further exacerbated by the expected delays enforcing an eviction. The legal representative informed the Board that attempts were made to make payment arrangements with the Tenant which were unsuccessful as the Tenant did not respond to the Landlord's communications.
22. Based on the uncontested evidence before me, I find that the Tenant has been persistently late making their rent payments for the 1st of each month beginning on April 1, 2021, which continued through to the date of the hearing. This conclusion is supported by the uncontested submissions of the Landlord's legal representative and documentary evidence submitted as part of the Landlord's evidence, which lists the late payments.

Relief from Eviction

23. 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:L1 Application – Non-Payment of Rent

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:**
 1. \$14,186.00 if the payment is made on or before December 18, 2022. 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 December 18, 2022 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 December 18, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,933.37. 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 Tenant shall also pay the Landlord compensation of \$92.05 per day for the use of the unit starting November 3, 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 December 18, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 19, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 18, 2022, then starting December 19, 2022, 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 December 19, 2022.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period January 1, 2023 to December 1, 2023.
12. If the Tenant fails to make any of the payments in paragraph 34 above, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

December 7, 2022

Date Issued

Emile Ramlochan

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 June 19, 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 18, 2022

Rent Owing To December 31, 2022	\$33,600.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$19,600.00
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	- \$
Total the Tenant must pay to continue the tenancy	\$14,186.00

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

Rent Owing To Hearing Date	\$28,184.10
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$19,600.00
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	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$36.73
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	- \$
Total amount owing to the Landlord	\$5,933.37
Plus daily compensation owing for each day of occupation starting November 3, 2022	\$92.05 (per day)