



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

**Citation:** Pinedale Properties Ltd v Sundararajan, 2022 ONLTB 11170

**Date:** 2022-11-07

**File Number:** LTB-L-018132-22

**In the matter of:** 2619-7 Crescent Place  
Toronto, ON M4C 5L7

**Between:** Pinedale Properties Ltd

Landlord

**And**

Aditya Pasupuleti  
Gokul Sundararajan

Tenants

Pinedale Properties Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Aditya Pasupuleti and Gokul Sundararajan (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 11, 2022.

The Landlord's Legal Representative Melissa Anjema and the Tenant Aditya Pasupuleti ('AP') attended the hearing. AP spoke with Tenant Duty Counsel prior to the hearing.

### **Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 \$1,397.05. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$45.93. This amount is calculated as follows:  $\$1,397.05 \times 12$ , divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$12,589.95.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,385.92 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 \$12.94 is owing to the Tenants for the period from May 1, 2021 to October 11, 2022.
10. AP testified that since COVID-19 he has been unemployed and has had to deal with various health issues as well as the death of his parents in India.
11. AP testified that he is a qualified systems analyst and that he has the ability to earn. He further testified that he is selling his property in India and that when the house sells, he will be able to pay off the arrears in their entirety. He requested that the tenancy be extended for 6 months to allow for the sale to be completed.
12. He testified that he would not be able to pay rent during the proposed 6 months he requested that the tenancy be extended. I find this offer to be grossly unfair to the Landlord. The Tenants have not made any rent payments for 8 months and have not availed themselves of any assistance in order to pay the rent.
13. Based on the evidence of the parties, I am not satisfied that the tenancy should be extended an additional 6 months rent-free to allow the Tenants to sell property to repay the arrears. As such, the tenancy will be terminated but will be extended until the end of December based on AP's issues that he outlined in his evidence. The Tenants will be given an opportunity to either find a new unit or to void the order.
14. 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 December 31, 2022 pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

15. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
16. **The Tenants may void this order and continue the tenancy by paying to the Landlord:**
  1. \$14,173.00 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  2. \$15,570.05 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.
17. 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 December 31, 2022 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
18. **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 December 31, 2022.**

19. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$10,485.27. 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.
20. The Tenants shall also pay the Landlord compensation of \$45.93 per day for the use of the unit starting October 12, 2022 until the date the Tenants moves out of the unit.
21. If the Tenants do not pay the Landlord the full amount owing on or before November 18, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 19, 2022 at 4.00% annually on the balance outstanding.
22. If the unit is not vacated on or before December 31, 2022, then starting January 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
23. 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 1, 2023.

**November 7, 2022**  
**Date Issued**

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Jagger Benham  
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 1, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before November 30, 2022**

Rent Owing To November 30, 2022	\$13,987.00
Application Filing Fee	\$186.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$14,173.00</b>

**B. 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	\$15,384.05
Application Filing Fee	\$186.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$15,570.05</b>

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

Rent Owing To Hearing Date	\$11,698.13
Application Filing Fee	\$186.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,385.92
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$12.94
<b>Total amount owing to the Landlord</b>	<b>\$10,485.27</b>
Plus daily compensation owing for each day of occupation starting October 12, 2022	\$45.93 (per day)