



Order under Section 69 Residential Tenancies Act, 2006

Citation: T. S. BEDI v Siripathane, 2022 ONLTB 10445

Date: 2022-11-04

File Number: LTB-L-003855-22

In the matter of: O, 734 WALTER ST
CAMBRIDGE ON N3H4P3

Between: T. S. BEDI Landlord

And

Palit Siripathane, Pasa Siripathane Tenant

T. S. BEDI (the 'Landlord') applied for an order to terminate the tenancy and evict Palit Siripathane, Pasa Siripathane (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 22, 2022.

Only the Landlord's representative Manni Bedi attended the hearing.

As of 10 a.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Tenancy between the Landlord and Tenant will be terminated as of December 19, 2022, under the L2 application for persistent late payment of rent. The Tenancy will terminate notwithstanding payments made for the voiding of the L1 application for arrears of rent.

L1 Application - Arrears

2. The Tenant has not paid the total rent the Tenant was required to pay for the period from September 1, 2021 to the date of the hearing. Because of the arrears, the Landlord served a Notice of Termination effective January 22, 2022.
3. The Tenant is still in possession of the rental unit.
4. The total amount the Tenant owes the Landlord is \$4406.22. This represents rent arrears in the amount of \$4220.22 and the cost of the application filing fee of \$186.00

5. The Tenant's monthly rent as of September 22, 2022, is \$1,411.74
6. The Landlord collected a rent deposit of \$1395.00 from the Tenant and this deposit is still being held by the Landlord.
7. Interest on the rent deposit is owing to the Tenant in the amount of \$15.32 for the period from July 1, 2021 to December 19, 2022.

L2 Application: Persistent Late Payment of Rent

8. On January 22, 2022, the Landlord served the Tenant a Notice to Terminate at End of Term for persistent late payment of rent (N8 Notice) with a termination date of March 31, 2022.
9. I find that the N8 notice complies with the *Residential Tenancies Act, 2006*, it meets the 60-day requirement, and it provides sufficient details as to the reason for the notice.
10. The Landlord's Legal Representative testified that the tenant has paid their rent late every month from September 1, 2021 to the date of the hearing. He provided in evidence a Tenant ledger and testified that although the Tenant made payments since the application was filed the Tenant has additional rent arrears owed to the Landlord since the application was filed. .
11. The Landlord seeks a termination of the tenancy on the basis of persistent late payment of rent and on the basis of the rent arrears.
12. On the basis of the uncontested evidence before the Board, I am satisfied on a balance of probabilities that the Tenant has consistently failed to pay the rent on the date it was due, contrary to the terms of their lease.

Relief from Eviction

13. The Landlord is seeking a standard 11-day order for termination of the tenancy and for the arrears of rent and the Tenant's refusal to enter into a repayment agreement for the arrears of rent.
14. The Landlord's Legal representative provided in evidence that three letters were sent to the Tenant advising that the Landlord wished to attempt a settlement of the arrears and phone calls were made to the Tenant advising that repayment plans could be arranged. However, the Tenant did not agree to a payment plan and failed to pay the rent on the date it was due.
15. The Landlord's Legal Representative testified that they are not aware of any circumstances of the Tenant that would cause the Board to delay or deny a termination of the tenancy.
16. The Tenant did not attend the hearing to provide evidence of their personal circumstances.

17. I have considered all of the disclosed circumstances in accordance with subsections 83(2) and 83(6) of the *Residential Tenancies Act, 2006*, 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 – Arrears of Rent

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 19, 2022.
2. The Tenant shall pay to the Landlord \$2995.90, which represents the amount of rent owing up to September 30, 2022 and the application filing fee, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$46.41 per day for compensation for the use of the unit starting October 1, 2022 to the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing* on or before March 22, 2021, the Tenant will start to owe interest. This will be simple interest calculated from December 19, 2022 annually on the balance outstanding.
5. If the Tenant wishes to void the arrears portion of this order, the Tenant must pay to the Landlord or to the Board in trust \$2995.90** if the payment is made on or before December 19, 2022.
6. The Tenant may make a motion to the Board under subsection 74(11) of the Act to set aside the arrears portion of this order if they pay the amount required under that subsection on or after December 19, 2022 but before the Sheriff gives vacant possession to the Landlord.

L2 Application – Persistent Late Payment

7. If the Tenant voids the L1 application for arrear of rent set out in paragraph 6 above, the tenancy between the Landlord and the Tenant is still terminated due to persistent late payment of rent. The Tenant must move out of the rental unit on or before December 19, 2022.
8. If the unit is not vacated on or before December 19, 2022, then starting December 20, 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 20, 2022.

December 7, 2022
Date Issued

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 May 16, 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 the Landlord.

| | |
|--|---------------------|
| Rent Owing To Hearing Date | \$4,220.22 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$0.00 |
| 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 | - \$1,395.00 |
| Less the amount of the interest on the last month's rent deposit | - \$15.32 |
| 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 | \$2,995.90 |
| Plus, daily compensation owing for each day of occupation starting October 1, 2022 | \$0.00 (per day) |

2022 ONLTB 10445 (CanLI)