



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bakshi v Green, 2022 ONLTB 10439

Date: 2022-11-02

File Number: LTB-L-041547-22

In the matter of: D1202, 5289 Highway 7
Vaughan Ontario L4L0J1

Between: Malvinder Bakshi, Manmeet Bakshi Landlords

And

Dwayne Fuller, Paula Green Tenants

Malvinder Bakshi and Manmeet Bakshi (the 'Landlords') applied for an order to terminate the tenancy and evict Dwayne Fuller and Paula Green (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 25, 2022.

The Landlords and the Tenant, Paula Green representing both Tenants, attended the hearing.

Determinations:

1. The Landlords 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 \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
5. The Tenants have paid \$14,900.00 to the Landlords since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$4,800.00.
7. The Landlords incurred costs of \$201.00 for filing the application and are entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,300.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

9. The Landlords testified that the Tenants have always paid the rent late and are always behind by either a month or two. The Landlords added that this has been an on-going issue for close to two years. The Landlords requested from the Board an order to have the Tenants either pay the pay the rent up-to-date or be evicted. During the hearing, the Landlords did offer the Tenants three months time to catch up.
10. The Tenant, Paula Green, stated that she wanted to get back on track with the rent payments and requested a six-month period in order to do so. However, the Landlords did not agree to the granting of anymore time than what they were already offering.
11. Therefore, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until January 31, 2023 pursuant to subsection 83(1)(b) of the Act. This will allow sufficient time for the Tenants to either pay off the outstanding arrears or find another place to live.
12. This order contains all of the reasons in this matter and no further reasons will issue.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - **\$7,301.00** if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - **\$9,601.00** if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - **\$11,901.00** if the payment is made on or before January 31, 2023. See Schedule 1 for the calculation of the amount owing.
3. 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 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **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 31, 2023.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords **\$2,291.50**. 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 Landlords owe on the rent deposit are

deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlords compensation of **\$75.62** per day for the use of the unit starting October 26, 2022 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before January 31, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2023 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2023, then starting February 1, 2023, the Landlords 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 Landlords on or after February 1, 2023.

2022 ONLTB 10439 (CanLII)

November 2, 2022
Date Issued

Michael Di Salle
Member, Landlord and Tenant Board

William Greenberg
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 August 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.

*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 November 30, 2022

Rent Owing To November 30, 2022	\$22,000.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$14,900.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owe 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	\$7,301.00

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	\$24,300.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$14,900.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owe 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	\$9,601.00

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2023

Rent Owing To January 31, 2023	\$26,600.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$14,900.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owe 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	\$11,901.00

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

Rent Owing To Hearing Date	\$19,290.50
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$14,900.00
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	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlords owe 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 Landlords	\$2,291.50
Plus daily compensation owing for each day of occupation starting October 26, 2022	\$75.62 (per day)