



APR 05, 2024

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

Citation: Dookie v Murphy-larade, 2024 ONLTB 24118

Date: 2024-04-05

File Number: LTB-L-004210-24

In the matter of: LOWER, 1455 NASH RD
COURTICE ON L1E1S9

Between: Vikash Dookie

Landlord

And

Anne Murphy-larade

Tenant

Vikash Dookie (the 'Landlord') applied for an order to terminate the tenancy and evict Anne Murphy-larade (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

This application was heard by videoconference on March 4, 2024.

Only the Landlord, the Landlord spouse, Kavita Dookie, the Landlord's support, Darya Trebina and the Landlord's representative, Caleb Mintah attended the hearing. As of 2:31 p.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:

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 \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to March 31, 2024 are \$14,400.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application- Late Payment of Rent

9. As explained below, the Landlord's notice of termination does not comply with the requirements of the Residential Tenancies Act, 2006 ("Act"). Therefore, the L2 application is dismissed.
10. The Tenant was in possession of the rental unit on the date the application was filed.
11. On December 11, 2023, the Landlord gave the Tenant an N8 notice of termination (N8 notice). The N8 notice alleges that the rent was paid late "since April 2023, May 2023, June 2023, July 2023, August 2023, September 2023, October 2023, November and December 2023. August 2023, September 2023, October 2023, November and December 2023 rent is still outstanding".
12. Section 43(2) of the Residential Tenancies Act, 2006 ("Act") states that a notice of termination must contain "reasons and details respecting the termination",
13. In *Ball v Metro Capital Property*, [2022] O.J. No. 5931 (Div. Ct), the court found that the notice lacked the required specificity such as dates, times and alleged conduct engaged in by the Tenant so that they could know the case made against them.
14. For an N8 notice, at minimum the landlord must indicate when the rent is due and on what dates the tenant paid the rent late. This would give the Tenant sufficient information to know the case to be met.
15. As stated in the hearing, I am not satisfied that the N8 notice contains sufficient information to enable the Tenant to understand the allegations against them. More specifically, the N8 notice should have included details so that the Tenants knew which dates the Landlord alleges the late payments were made. This deprived the Tenant of information they required to defend the allegations.
16. For the reasons listed above, I find that the N8 notice of termination is invalid as it fails to provide reasons and details regarding the persistently late payment of rent.

Relief from eviction

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

18. The Landlord's representative submitted that the Landlord is unaware of any circumstances of the Tenant that would cause the termination of the tenancy to be delayed or denied.
19. The Tenant did not attend the hearing to give evidence of their circumstances and thus, I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.

It is ordered that:

1. The Landlord's L2 application is dismissed.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord:**
 - \$16,386.00 if the payment is made on or before April 16, 2024. See Schedule 1 for the calculation of the amount owing.
4. 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 April 16, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 April 16, 2024**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,022.72. 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.
7. The Tenant shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting March 5, 2024 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 16, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 17, 2024 at 7.00% annually on the balance outstanding.
9. If the unit is not vacated on or before April 16, 2024, then starting April 17, 2024, 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 April 17, 2024.

April 5, 2024
Date Issued



Camille Clyne
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 October 17, 2024 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 16, 2024

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|--|--------------------|
| Rent Owing To April 30, 2024 | \$16,200.00 |
| Application Filing Fee | \$186.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$0.00 |
| Total the Tenant must pay to continue the tenancy | \$16,386.00 |

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

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|--|----------------------|
| Rent Owing To Hearing Date | \$12,836.72 |
| Application Filing Fee | \$186.00 |
| Less the amount the Tenant paid to the Landlord 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 |
| Total amount owing to the Landlord | \$13,022.72 |
| Plus daily compensation owing for each day of occupation starting March 5, 2024 | \$59.18 (per day) |