



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

Citation: Ullah v Ridgewell, 2024 ONLTB 46832

Date: 2024-07-03

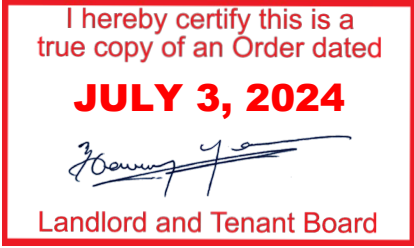
File Number: LTB-L-003434-24

In the matter of: 55 SAMANTHA CRES
BRAMPTON ON L6Z0A6

Between: Mohammad Sayeed R. Ullah
Sharmin Ali

And

Shannika Julia Ridgewell



Landlords

Tenant

Mohammad Sayeed R. Ullah and Sharmin Ali (the 'Landlords') applied for an order to terminate the tenancy and evict Shannika Julia Ridgewell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2024.

Only the Landlord, Mohammad Sayeed R. Ullah, the Landlord's Representative, Linda Flores attended the hearing.

As of 1:45 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:

1. The Landlords 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 \$3,500.00. It is due on the 3rd day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: \$3,500.00 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 July 2, 2024 are \$24,500.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$3,500.00 from the Tenant 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. Interest on the rent deposit, in the amount of \$54.66 is owing to the Tenant for the period from November 3, 2023 to June 17, 2024.
10. The Landlord submitted that they reached out to the Tenant on various occasions. No resolution was reached.
11. The Landlord requested a standard order. The Landlord submitted that they knew of no reason to delay or deny eviction.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), whether the Landlords 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.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$28,186.00 if the payment is made on or before July 14, 2024. 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 July 14, 2024 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 July 14, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$19,357.39. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlords compensation of \$115.07 per day for the use of the unit starting June 18, 2024 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before July 14, 2024, the Tenant will start to owe interest. This will be simple interest calculated from July 15, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 14, 2024, then starting July 15, 2024, 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 July 15, 2024.

July 3, 2024
Date Issued


Henry Yeung
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 January 8, 2025 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 July 14, 2024.

Rent Owing to August 2, 2024	\$28,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,186.00

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

Rent Owing to Hearing Date	\$22,726.05
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,500.00
Less the amount of the interest on the last month's rent deposit	- \$54.66
Total amount owing to the Landlords	\$19,357.39
Plus daily compensation owing for each day of occupation starting June 18, 2024	\$115.07 (per day)