



**JUN 21, 2024**

Landlord and Tenant Board

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

**Citation:** Kapoor v Gabor, 2024 ONLTB 44569

**Date:** 2024-06-21

**File Number:** LTB-L-011720-24

**In the matter of:** 7 MIA DR  
HAMILTON ON L9B0K1

**Between:** Sumesh Kapoor Landlord  
Gagan Kaur

**And**

Mario Gabor Tenant  
Marie Bockova

Sumesh Kapoor and Gagan Kaur (the 'Landlord') applied for an order to terminate the tenancy and evict Mario Gabor and Marie Bockova (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on June 10, 2024.

The Landlord's legal representative Joseph Kazubek, the Landlords and both Tenants attended the hearing.

In mediation the parties before the Landlord and Tenant Board consented to the following order:

**The parties agree:**

1. The Landlord served the Tenant with a 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 \$2,950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$96.99. This amount is calculated as follows: \$2,950.00 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 June 30, 2024 inclusive of the \$186.00 filing fee are \$17,886.00.
7. The Landlord holds a last month's rent deposit of \$2,950.00, which shall apply to the last month of the tenancy, specifically August 2024.
8. The Tenant undertake to pay July's rent on July 1, 2024.

9. The parties agree to terminate the tenancy on August 31, 2024.
10. On consent, the parties requested a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy as of August 31, 2024.

**It is ordered on consent:**

1. The tenancy between the Landlord and the Tenant is terminated on August 31, 2024. The tenants shall move out of the rental unit on or before August 31, 2024.
2. If the unit is not vacated on or before August 31, 2024, then starting September 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 September 1, 2024.
4. The Tenant shall pay to the Landlord \$17,886.00. This amount includes rent arrears owing up to June 30, 2024 and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$96.99 per day for the use of the unit starting July 1, 2024 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2024 at 7.00% annually on the balance outstanding.

**June 21, 2024**  
**Date Issued**

*Sonja Hudson*

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Sonja Hudson  
Hearings Officer, 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 March 1, 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:**

Rent Owing To June 30, 2024	\$17,700.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,886.00</b>
Plus daily compensation owing for each day of occupation starting June 11, 2024	\$96.99 (per day)