



DEC 18, 2024

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

File Number: LTB-L-071886-24

In the matter of: 6939 SHADE HOUSE CRT
MISSISSAUGA ON L5W1C3

Between: Junaed Rasheed Landlords
Muniba Khan

And

Altaf Alikhan Tenant

Junaed Rasheed and Muniba Khan (the 'Landlords') applied for an order to terminate the tenancy and evict Altaf Alikhan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 11, 2024.

The Landlords, the Landlords' Legal Representative, Hashem Shafi, and the Tenant attended the hearing.

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 \$3,150.00. It is due on the 9th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$103.56. This amount is calculated as follows: \$3,150.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,200.00 to the Landlords since the application was filed.
6. The rent arrears owing to January 8, 2025, are \$16,850.00.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$3,000.00 from the Tenant and this deposit is still being held by the Landlord. 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 \$205.73 is owing to the Tenant for the period from September 7, 2020, to December 11, 2024.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until **January 15, 2025**, pursuant to subsection 83(1)(b) of the Act. This will allow the Tenant the time to either payback the Landlords or find another place to live.

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:**
 - **\$17,036.00** if the payment is made on or before January 8, 2025. See Schedule 1 for the calculation of the amount owing.
- OR**
- **\$20,186.00** if the payment is made on or before January 15, 2025. 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 January 15, 2025, 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 January 15, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords **\$10,990.95**. 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 **\$103.56** per day for the use of the unit starting December 12, 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 January 15, 2025, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2025, at 6.00% annually on the balance outstanding.

8. If the unit is not vacated on or before January 15, 2025, then starting January 16, 2025, 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 January 16, 2025.

December 18, 2024
Date Issued

Michael Di Salle

Michael Di Salle
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 July 16, 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 January 8, 2025

Rent Owing To January 8, 2025	\$22,050.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$5,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owe the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$17,036.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 15, 2025

Rent Owing To February 8, 2025	\$25,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$5,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owe the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$20,186.00

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

Rent Owing To Hearing Date	\$19,210.68
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$5,200.00
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	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$205.73
Less the amount the Landlords owe 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 Landlords	\$10,990.95
Plus daily compensation owing for each day of occupation starting December 12, 2024	\$103.56 (per day)