



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

File Number: LTB-L-079434-24

In the matter of: 1910, 18 LEE CENTRE DR
SCARBOROUGH ON M1H3H5

Between: Rajat Singh

And

Ammar Shafiq

I hereby certify this is a
true copy of an Order dated
JAN 21, 2025
Landlord and Tenant Board

Landlord

Tenant

Rajat Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Ammar Shafiq (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 13, 2025. The Landlord and the Tenant attended the hearing.

Determinations:

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 \$2,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,700.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2025 are \$9,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,900.00 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 \$21.05 is owing to the Tenant for the period from September 30, 2024 to January 13, 2025.
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 March 14, 2025 pursuant to subsection 83(1)(b) of the Act. The

Landlord seeks a standard order, that is, an order which can be enforced 11 days following the issuance date. The Landlord submits that they have had financial difficulties because the Tenant has failed to pay the rent. Further, the tenancy has only been a little over a year.

11. The Tenant states that he had been unemployed and in receipt of Employment Insurance benefit. However, he has found a job as of December 2, 2024, and wants to remain in the rental unit. He is proposing a repayment plan of \$300.00 each month. The Tenant also submits he has three children and one of his children has disabilities. His monthly income is \$3,800.00.
12. The Landlord does not feel that the proposed repayment plan is reasonable under the circumstances, because it would take well over two years to pay the arrears off.
13. Given that the Landlord is experiencing financial difficulties, I am not of the view that the proposed repayment plan of \$300.00 monthly is reasonable. Further, the Tenant's income only leaves the Tenant with a surplus of \$900 each month after paying the rent without the additional burden of an additional \$300 arrears payment.
14. However, the Tenant has faced challenges in finding work and has small children, one with disabilities. Therefore, I find that an extended termination date to March 14, 2025, gives the Tenant time to find alternate accommodations while minimizing further prejudice to the Landlord.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
 - \$9,186.00 if the payment is made on or before January 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,086.00 if the payment is made on or before February 28, 2025. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,986.00 if the payment is made on or before March 14, 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 March 14, 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 March 14, 2025.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,604.37. 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 Landlord owes 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 Landlord compensation of \$95.34 per day for the use of the unit starting January 14, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 14, 2025, the Tenant will start to owe interest. This will be simple interest calculated from March 15, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 14, 2025, then starting March 15, 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 March 15, 2025.

January 21, 2025
Date Issued



Jane Dean
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 September 15, 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 31, 2025

Rent Owing To January 31, 2025	\$14,700.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,700.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes 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	\$9,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2025

Rent Owing To February 28, 2025	\$17,600.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,700.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes 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	\$12,086.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 14, 2025

Rent Owing To March 31, 2025	\$20,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,700.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes 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	\$14,986.00
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D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$13,039.42
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,700.00
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	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$21.05
Less the amount the Landlord owes 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 Landlord	\$4,604.37
Plus daily compensation owing for each day of occupation starting January 14, 2025	\$95.34 (per day)