



## Order under Section 69 Residential Tenancies Act, 2006

Date: 2024-09-06

File Number: LTB-L-100609-23

**In the matter of:** 203 EDWARDSON RD RR 1  
GRAFTON ON K0K2G0

**Between:** Kawsar Mirdha  
Mariam Akter

Landlords

**And**

Travis Budd  
Amanda Wilkins

Tenants

I hereby certify this is a  
true copy of an Order dated  
**Sep 06, 2024**  
Landlord and Tenant Board

Kawsar Mirdha and Mariam Akter (the 'Landlords') applied (L1 application) for an order to terminate the tenancy and evict Travis Budd and Amanda Wilkins (the 'Tenants') because the Tenants did not pay the rent that the Tenants' owe. The Landlords also applied (L2 application) for an order to terminate the tenancy because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant.

This application was heard by videoconference on August 19, 2024.

Only the first named Landlord, and the Landlords' Legal Representative, R. Bent, attended the hearing.

The Tenants were not in attendance:

As of 10:25 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB.

The LTB did not receive any communication from the Tenants as of the start of the hearing to advise that they would not be attending and there was no record of a request to adjourn the hearing.

The Landlord's Representative, Mr. Bent, testified that he had received an email at 9:22 a.m. the morning of the hearing saying the following: "Amanda Wilkins is currently in the hospital and will not be able to attend the hearing today, August 19, 2024. Document to state this will follow."

There was no further information disclosed regarding Ms. Wilkins and no information as to why the Tenant Travis Budd did not attend the hearing via video conference or by telephone. As a result, the hearing proceeded with only the Landlords' evidence.

**Preliminary Issue:**

L2 application for substantial interference

1. At the hearing, the Landlord's agent requested to withdraw the L2 portion of the application and is no longer seeking termination under this portion of the application.
2. I consented to the request, pursuant to section 200 (4) of the *Residential Tenancies Act, 2006* (the 'Act').

**Determinations:**

L1 application for non-payment of rent

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,500.00. It is due on the 1st 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 Tenants have not made any payments since the application was filed.
6. The rent arrears owing to August 31, 2024 are \$52,268.00.
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 Tenants 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 \$172.36 is owing to the Tenants for the period from September 1, 2022 to August 19, 2024.
10. The Landlords sought termination of the tenancy due to the amount of the rental arrears. The Landlords were unaware of any circumstances of the Tenants and the Tenants were not present to submit their circumstances for the Board to consider that may cause the Board to delay or deny the eviction.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

Monetary Jurisdiction

12. The Board's monetary jurisdiction is \$35,000 in accordance with section 207 of the Act. Section 207(3) of the Act states, "If a party makes a claim in an application for payment of a sum equal to or less than the Board's monetary jurisdiction, all rights of the party in excess of the Board's monetary jurisdiction are extinguished once the Board issues its order". The amount in excess of the \$35,000.00, therefore is extinguished.
13. The Landlords testified that they understood the monetary jurisdiction of the Board and that if they proceeded with their application their claim would be limited in accordance with the Act.
14. The Landlord said they would like to proceed and requested an order for termination of the tenancy. I was satisfied that the Landlords understood the consequences of their decision to proceed before the Board.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$55,954.00 if the payment is made on or before September 17, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after September 17, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before September 17, 2024**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$35,000.00. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$115.07 per day for the use of the unit starting August 20, 2024 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before September 17, 2024, the Tenants will start to owe interest. This will be simple interest calculated from September 18, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 17, 2024, then starting September 18, 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 Landlord on or after September 18, 2024.

**September 6, 2024**  
**Date Issued**

  
\_\_\_\_\_  
Colette Myers  
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 March 18, 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 September 17, 2024**

Rent Owing To September 30, 2024	\$55,768.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$55,954.00</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$50,954.33
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$3,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$172.36
<b>Total amount owing to the Landlords</b>	<b>\$35,000.00</b>
Plus daily compensation owing for each day of occupation starting August 20, 2024	\$115.07 (per day)