



**Jul 19, 2024**

Landlord and Tenant Board

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

**Citation:** Singh v Balazova, 2024 ONLTB 54544

**Date:** 2024-07-19

**File Number:** LTB-L-100643-23

**In the matter of:** 25 Bear Run Rd.  
Brampton, ON L6X2Z8

**Between:** Nishan Singh Landlord  
Jasjit Barmi

**And**

Zakelina Balazova Tenant

Nishan Singh and Jasjit Barmi (the 'Landlord') applied for an order to terminate the tenancy and evict Zakelina Balazova (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on June 26, 2024.

The Landlord's representative, Nishan Singh, the Tenant, and the Tenant's interpreter, Veronica Krivankova attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

Parties sought resolution through mediation but were unsuccessful.

**Preliminary Issue:**

Dismissal of the Application

1. At the start of the hearing, the Tenant, through her interpreter, requested that the application be dismissed, claiming she had not been provided with the Landlord's address. While the OREA Agreement to Lease did not list addresses for either party, the L1 Application included the Landlord's complete address for service of notices. Additionally, the Tenant did not provide any evidence of requesting the Landlord's address prior to the hearing. Consequently, I find that the Tenant had

the Landlord's address no later than December 16, 2023. Therefore, the Tenant's request to dismiss the application was denied at the hearing.

### Tenancy

2. The Tenant testified that there had been four other tenants in the rental unit and referenced the rental agreement. Upon reviewing the rental agreement at the hearing, it was noted that Tenant Balazova was the only party listed as a tenant and the only one who signed the agreement. While four additional individuals were named on Schedule A of the rental agreement, none of them were listed as parties or signed the agreement. Consequently, these individuals were occupants of the rental unit, not tenants. As a result, Tenant Balazova is solely responsible for the payment of the monthly rent.

### **Determinations:**

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$4,000.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$131.51. This amount is calculated as follows: \$4,000.00 x 12, divided by 365 days.
7. The Tenant has paid \$4,000.00 to the Landlord since the application was filed.
8. The rent arrears owed up to June 30, 2024, amount to \$24,000.00. This total includes \$3,000.00 in payments that the Tenant confirmed during the hearing, which had not been reflected on the Landlord's L1/L9 Update Sheet.
9. The Landlord collected a rent deposit of \$4,000.00 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.

### Relief from eviction

10. The Landlord's representative stated that after the Tenant fell into arrears, the Landlord sent reminders to the Tenant informing them of the overdue payments. When the Tenant advised that she could not afford the \$4,000.00 per month rent, the Landlord offered her a basement unit at 52 Victoriaville Drive and a smaller

unit at 77 Beavervalley Drive in Brampton, both of which had lower monthly rental rates. The Landlord's evidence package included a text message exchange between the Landlord and the Tenant on March 13, 2024, where the Landlord asked, "Can u pls let me know if u want to take Victoriaville Bsmt .. it's empty and u can move any time" In response, the Tenant stated, "I don't have money, you give free"

11. The Tenant testified that she would like to stay in the rental unit; however, she is on social assistance and does not have the money to pay the monthly rent or propose a payment plan to address the arrears.
12. At the hearing, an extended termination date of July 31, 2024, was discussed with parties. Considering the order issuance date, a Standard Order has been issued.
13. 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 July 31, 2024 pursuant to subsection 83(1)(b) of the Act.

**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:**
  - \$28,186.00 if the payment is made on or before July 31, 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 31, 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 31, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,605.26. 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 \$131.51 per day for the use of the unit starting June 27, 2024 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 July 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2024, then starting August 1, 2024, 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 August 1, 2024.

**July 19, 2024**  
**Date Issued**



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Ken Audziss  
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 February 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 to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2024**

Rent Owing To July 31, 2024	\$32,000.00
Application Filing Fee	\$0.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
<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>\$28,000.00</b>

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

Rent Owing To Hearing Date, June 26, 2024	\$27,419.26
Application Filing Fee	\$0.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$4,000.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord</b>	<b>\$19,605.26</b>
Plus daily compensation owing for each day of occupation starting June 27, 2024	\$131.51 (per day)