



**MAY 23, 2025**

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

**Citation:** Patel v Perruzza, 2025 ONLTB 38392

**Date:** 2025-05-23

**File Number:** LTB-L-005779-25

**In the matter of:** 160 PARKINSON CRES ,West  
ORANGEVILLE ON L9W6X3

**Between:** Harsh Naresh Patel Landlord

**And**

Roberta C Perruzza Tenant  
Christopher Anthony Danelon

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Harsh Naresh Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Roberta C Perruzza and Christopher Anthony Danelon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 12, 2025.

The Landlord's Legal Representative Seema Passi, the Landlord and the first named Tenant Roberta C Perruzza (RP) 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 \$3,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$113.42. This amount is calculated as follows: \$3,450.00 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 May 31, 2025 are \$24,150.00.

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 \$3,450.00 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 \$167.54 is owing to the Tenant for the period from June 3, 2023 to May 12, 2025.
10. The Landlord is seeking an immediate eviction, this on the basis that the last time the tenants paid rent was in October 2024. The Landlord is not able to continue to pay for the property without the receipt of rent as he himself is renting accommodations, this combined with other carrying costs of the property the situation is not tenable.
11. The Tenant (RP) Submitted that their bank account has been frozen as a result of a possible mistake in identity and they have not been able to retrieve funds. There was no evidence to support this submission.
12. That they have made plans to move into a friends place on a temporary basis however that this unit is not available until June 30, 2025 and that there is the possibility of RP's father assisting them with the repayment of arrears to the Landlord.

*The Landlord's Request for Costs*

13. The Landlord sought costs of \$700.00 for their time and inconvenience to pay for legal representation and attendance at the LTB.
14. An award of costs is discretionary. Rules 23.2 and 23.3 provide for ordering another party's costs. Under Rule 23.2 costs are limited to representation/preparation fees and out of pocket costs. The hourly rate for a paid representative is capped at \$100.00 to a maximum of \$700.00. Rule 23.3 does not specify the types of costs that may be awarded but does provide a party must have engaged in unreasonable conduct that caused undue delay or expense.
15. Board's *Costs: Interpretation Guideline 3* provides costs to a successful party will generally only be awarded where conduct is unreasonable. Unreasonable conduct is discussed, in part as follows:

Conduct is unreasonable if it causes undue expense or delay and includes the following:

- Bringing a frivolous or vexatious application or motion;
  - Initiating an application or any procedure in bad faith;
  - Taking unnecessary steps in a proceeding; ...
  - Maligning another party or unreasonably slurring the character of the other party.
16. Costs are not to be ordered in a way that would discourage parties from exercising their statutory rights. Here, the Tenant has availed themselves to attend the hearing. While the Landlord has taken time and incurred expense to proceed with their claim before the

Board there is no evidence to support the request as per situations as contemplated in the LTB guideline. As a result, I do not find the request to be reasonable given the circumstances of this case.

17. The Landlord's request for costs is denied.

*Relief considerations*

18. 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.

19. In making my determination I considered the submissions of the parties; I note that the amount of arrears is very high and that the non-payment of rent is situation that has persisted over several months. I find it unlikely that this situation is entirely resulting from frozen bank account(s). While the Tenant testified that there are plans to vacate, given the dire situation of the Landlord, any further delay will prejudice the Landlord in their ability to obtain vacant possession and make financial determinations of next steps pertaining to the rental property ownership.

20. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**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:**
  - \$24,336.00 if the payment is made on or before May 31, 2025. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$27,786.00 if the payment is made on or before June 3, 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 June 3, 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 June 3, 2025.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,629.50. 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 \$113.42 per day for the use of the unit starting May 13, 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 June 3, 2025, the Tenant will start to owe interest. This will be simple interest calculated from June 4, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 3, 2025, then starting June 4, 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 June 4, 2025.

**May 23, 2025**  
**Date Issued**

  
Alicia Johnson  
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 December 4, 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 May 31, 2025**

Rent Owing To May 31, 2025	\$24,150.00
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>\$24,336.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 3, 2025**

Rent Owing To June 30, 2025	\$27,600.00
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>\$27,786.00</b>

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

Rent Owing To Hearing Date	\$22,061.04
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 of the last month's rent deposit	- \$3,450.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$167.54
<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>\$18,629.50</b>
Plus daily compensation owing for each day of occupation starting May 13, 2025	\$113.42 (per day)