



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005419-25

In the matter of: 299 SARAH CLINE DR
OAKVILLE ON L6M0V7

Between: Atul Wadhwa
Sarika Wadhwa

And

Dwayne Atkins

I hereby certify this is a
true copy of an Order dated

AUG 01, 2025

Landlord and Tenant Board

Landlords

Tenant

Atul Wadhwa and Sarika Wadhwa (the 'Landlords') applied for an order to terminate the tenancy and evict Dwayne Atkins (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 22, 2025.

The Landlord, Sarika Wadhwa, the Landlords' Legal Representative, 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 \$4,000.00. It is due on the 1st day of each month.
4. 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.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to July 31, 2025 are \$32,000.00.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
8. The Tenant testified that he paid a last month's rent deposit of \$3,900.00 on May 1, 2016 to the property management company at the time.
9. The Landlords' Legal Representative confirmed that the Landlords did employ a property management company at the time the tenancy began. However, when asked, the property

management company informed the Landlords that the Tenant never a paid a last month's rent deposit.

10. The Landlords requested the Tenant provide proof of payment for the deposit, but he did not comply.
11. The Tenant was given the opportunity at the hearing to produce proof of payment, but the Tenant stated he was unable to do so at the time.
12. Having considered the evidence and submissions before me, especially the lack of proof of payment, I am not satisfied the Tenant paid a last month's rent deposit. Therefore, I find there is no last month's rent deposit.

Relief from Eviction:

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 August 31, 2025 pursuant to subsection 83(1)(b) of the Act.
14. The Tenant testified that his wife has been battling cancer for the past six years. She underwent an experimental treatment; however, it was not government funded and resulted in him and his wife spending a significant amount of their savings to pay for it.
15. The Tenant is an independent contractor in the field of millwork installation.
16. The Tenant explained he stopped paying rent in December 2024 due to his wife's medical care and the Tenant seeking to branch out into a second profession. Consequently, his employment contracts decreased in order to help take care of his wife and train in another profession.
17. The Tenant testified his wife's condition has now improved, though her mobility has been greatly affected by her illness.
18. The Tenant is now back on track to increase his number of contracts, stating his monthly income is expected to be \$10,000.00 per month. The Tenant proposed a payment plan of \$2,666.00 per month towards the arrears in addition to the rent. The proposed plan would take a little over a year to complete.
19. The Tenant confirmed on cross-examination that he did not submit any supporting documents to substantiate his income or expenses from the time he stopped paying rent in December 2024 to now.
20. Nonetheless, the Tenant expressed his sincere desire to preserve the tenancy, stating that he and his family had no where else to go. He could not provide an estimated timeline of how long he would need to secure alternate accommodation in the event of eviction.
21. The Landlords' Legal Representative reiterated the very high amount of arrears that are rapidly approaching the Board's monetary jurisdiction under s. 207 of the Act.
22. The Tenant has also not made any good faith payments for over eight months, even though he was still earning an income. The Tenant prioritized other expenses over the rent to the severe financial detriment of the Landlords.

23. The Tenant also did not provide any supporting evidence to substantiate his financial situation at the time he stopped paying rent or to confirm that he can in fact abide by a payment plan. Given the lack of any rent payments for an extended period of time, the Landlords have little faith the Tenant would not breach a conditional order causing further financial hardship to the Landlords and bring the arrears above the Board's monetary jurisdiction.
24. The Landlords' Legal Representative further stated that if the Tenant is earning as much as he claims, then it would not be difficult for them to find another rental unit in the event of eviction. The Landlords therefore seek a standard order.
25. Having considered the parties' evidence and submissions, I am inclined to agree with the Landlords' Legal Representative. Considering the amount of arrears is substantial, the lack of any good faith payments, and no supporting documentation to confirm the Tenant's financial situation from December 2024 to now, I am not satisfied that a conditional order is appropriate in the circumstances. However, given the Tenant's personal circumstances regarding his wife's health and mobility, I find it reasonable to postpone the eviction to August 31, 2025, in order to afford the Tenant the opportunity to try and void the order or secure alternate accommodation.

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:**
 - \$36,186.00 if the payment is made on or before August 31, 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 August 31, 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 August 31, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$31,079.22. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlords compensation of \$131.51 per day for the use of the unit starting July 23, 2025 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 August 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2025 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before August 31, 2025, then starting September 1, 2025, 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 Landlords on or after September 1, 2025.

August 1, 2025
Date Issued



Fotoula Hatzantonis
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 1, 2026 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 August 31, 2025

Rent Owing To August 31, 2025	\$36,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
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	\$36,186.00

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

Rent Owing To Hearing Date	\$30,893.22
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlords	\$31,079.22
Plus daily compensation owing for each day of occupation starting July 23, 2025	\$131.51 (per day)