



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-22759-21

In the matter of: 101, 11 CLARENCE SQUARE
TORONTO ON M5V1H1

Between: Rosa Liang

and

Joseph Woods

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

May 20, 2022

Landlord and Tenant Board

Landlord

Tenant

Rosa Liang (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Woods (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2022.

The Landlord, the Landlord's representative, E. Page, and the Tenant attended the hearing.

Determinations:

1. The Tenant failed to comply with an interim requiring him to pay rent into the Board or to the Landlord. The order made it clear that the Board may refuse to accept the Tenant's evidence or submissions if the Tenant did not comply. The Tenant's explanation, that he was slow to understand the order, is not satisfactory. In light of the Tenant's failure, I limited the Tenant's evidence and submissions to the arrears claimed and circumstances relevant to the exercise the Board's discretion.
2. The Tenant has not paid the total rent the Tenant was required to pay for the period from April 1, 2021 to May 31, 2022. Because of the arrears, the Landlord served a Notice of Termination effective April 22, 2021.
3. The Tenant paid \$6,500.00 after the application was filed.
4. 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 June 19, 2002 at the Tenant's request, pursuant to subsection 83(1)(b) of the Act. This is to give the Tenant more time to move. The Tenant cannot pay the arrears because he is not employed and does not qualify for a loan from the Rent Bank.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 19, 2022.
2. The Tenant shall pay to the Landlord \$24,197.61*, which represents the amount of rent owing and compensation up to May 20, 2022.
3. The Tenant shall also pay to the Landlord \$73.97 per day for compensation for the use of the unit starting May 21, 2022 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before May 31, 2022, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 19, 2022, then starting June 20, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 20, 2022.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
 - i) \$25,201.00 if the payment is made on or before May 31, 2022, or
 - ii) \$27,451.00 if the payment is made on or before June 19, 2022**.If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. The Tenant may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after June 20, 2022 but before the Sheriff gives vacant possession to the Landlord. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlord.



Egya Sangmuah
Vice Chair Landlord and Tenant Board

May 20, 2022
Date Issued

Toronto South-RO
15 Grosvenor Street, 1st 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 20, 2022 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.

- * Refer to section A on the attached Summary of Calculations.
- ** Refer to section B on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: TSL-22759-21

A. Amount the Tenant must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	April 1, 2021 to April 22, 2021	\$1,627.40
Less the amount the Tenant paid to the Landlord		-\$6,500.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	April 23, 2021 to May 20, 2022	\$29,070.21
Amount owing to the Landlord on the order date: (total of previous boxes)		\$24,197.61
Additional costs the Tenant must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting May 21, 2022:		\$73.97 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$24,398.61, + \$73.97 per day starting May 21, 2022

B. Amount the Tenant must pay to void the eviction order and continue the tenancy:

1. If the payment is made on or before May 31, 2022:

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2021 to May 31, 2022	\$31,500.00
Less the amount the Tenant paid to the Landlord:		-\$6,500.00
Additional costs the Tenant must pay to the Landlord:		\$201.00
Total the Tenant must pay to continue the tenancy:	On or before May 31, 2022	\$25,201.00

2. If the payment is made after May 31, 2022 but on or before June 19, 2022:

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2021 to June 30, 2022	\$33,750.00
Less the amount the Tenant paid to the Landlord:		-\$6,500.00
Additional costs the Tenant must pay to the Landlord:		\$201.00
Total the Tenant must pay to continue the tenancy:	On or before June 19, 2022	\$27,451.00