



Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-12073-21

In the matter of: 146 EMICK DRIVE
ANCASTER ON L9K0C9

Between: Raza Azim

and

Bruno Ferro

**I hereby certify this is a
true copy of an Order dated
JAN 19 2022
SM
Landlord and Tenant Board**

Landlord

Tenant

Raza Azim (the 'Landlord') applied for an order to terminate the tenancy and evict Bruno Ferro (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 11, 2022.

Only the Landlord attended the hearing. As of 10:16 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from July 20, 2021 to January 19, 2022. Because of the arrears, the Landlord served a Notice of Termination effective September 11, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$2,450.00.
4. The Landlord collected a rent deposit of \$2,450.00 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from July 18, 2021 to September 11, 2021.
6. The Tenant paid \$500.00 after the application was filed.
7. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the

Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 January 30, 2022.
2. The Tenant shall pay to the Landlord \$9,971.12*, which represents the amount of rent owing and compensation up to January 19, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$80.55 per day for compensation for the use of the unit starting January 20, 2022 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before January 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 30, 2022, then starting January 31, 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 January 31, 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) \$14,386.00 if the payment is made on or before January 19, 2022, or
 - ii) \$16,836.00 if the payment is made on or before January 30, 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 January 31, 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.

January 19, 2022
Date Issued



Khalid Akram
Member, Landlord and Tenant Board

Head Office
777 Bay Street, 12th Floor
Toronto Ontario M5G2E5

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 July 31, 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**

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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)	July 20, 2021 to September 11, 2021	\$2,450.00
Less the amount the Tenant paid to the Landlord		-\$500.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	September 12, 2021 to January 19, 2022	\$10,471.50
Less the rent deposit:		-\$2,450.00
Less the interest owing on the rent deposit:	July 18, 2021 to September 11, 2021	-\$0.38
Amount owing to the Landlord on the order date: (total of previous boxes)		\$9,971.12
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting January 20, 2022:		\$80.55 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$10,157.12, + \$80.55 per day starting January 20, 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 January 19, 2022:

Reasons for amount owing	Period	Amount
Arrears:	July 20, 2021 to January 19, 2022	\$14,700.00
Less the amount the Tenant paid to the Landlord:		-\$500.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before January 19, 2022	\$14,386.00

2. If the payment is made after January 19, 2022 but on or before January 30, 2022:

Reasons for amount owing	Period	Amount
Arrears:	July 20, 2021 to February 19, 2022	\$17,150.00
Less the amount the Tenant paid to the Landlord:		-\$500.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before January 30, 2022	\$16,836.00