



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

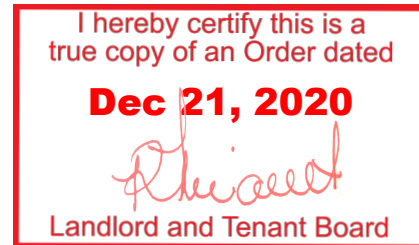
**File Number:** TNL-26005-20

**In the matter of:** 36 MOONLIGHT LANE  
RICHMOND HILL ON L4C8K4

**Between:** Alireza Somarin

**and**

Edil Joodmardy  
Kamran Afsharzadeh



Landlord

Tenants

Alireza Somarin (the 'Landlord') applied for an order to terminate the tenancy and evict Edil Joodmardy and Kamran Afsharzadeh (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 27, 2020. The Landlord, the Landlord's Legal Representative, John Kulikowski, and the Tenants attended the hearing. The Tenants declined the opportunity to speak with Duty Counsel prior to the hearing.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from April 1, 2020 to November 30, 2020. Because of the arrears, the Landlord served a Notice of Termination effective April 17, 2020.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$2,180.00. The Tenants testified that when the city was lockdown in April 2020 due to the COVID-19 pandemic, they spoke with the Landlords and advised that they couldn't pay the rent. The Landlords agreed to reduce the monthly rent by half to \$1090.00. They have been paying this amount since.
4. The Landlord denied that he agreed to reduce the rent as the Tenants claim. The Tenants did not provide corroborating evidence to support their claim. As such, I do not find that the Landlords agreed to reduce the rent.
5. The Landlord collected a rent deposit of \$2,050.00 from the Tenants and this deposit is still being held by the Landlord.

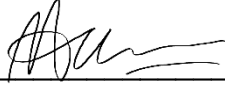
6. Interest on the rent deposit is owing to the Tenants for the period from July 1, 2016 to April 17, 2020.
7. The Tenants paid \$7,630.00 after the application was filed.
8. As of the hearing date, the Tenants owed the Landlord \$9,810.00 in arrears of rent to November 30, 2020. The rent for December 2020 has since become due. Therefore, the total owing by the Tenants as of the date of this order is \$12,165.00, which includes arrears of rent to December 31, 2020 (\$11,990.00) and the application filing fee (\$175.00). If the Tenants paid the rent for December 2020 or made other payments to the Landlord after the hearing, those payments should be deducted from the total owing in this order.
9. 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 not be unfair to postpone the eviction until January 31, 2021 pursuant to subsection 83(1)(b) of the Act.
10. The Tenants have been living in the rental unit for the past 5 years. They are unemployed and have health problems. They have been making good faith payments to their Landlords but cannot afford the full monthly rent and are looking to move. However, given the COVID-19 pandemic they are finding it difficult to find a new place.

**It is ordered that:**

1. Unless the Tenants void the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 31, 2021.
2. The Tenants shall pay to the Landlord \$9,171.95\*, which represents the amount of rent owing and compensation up to December 21, 2020, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$71.67 per day for compensation for the use of the unit starting December 22, 2020 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$175.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing\* on or before January 31, 2021, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 31, 2021, then starting February 1, 2021, 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 February 1, 2021.
8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
  - i) \$12,165.00 if the payment is made on or before December 31, 2020, or
  - ii) \$14,345.00 if the payment is made on or before January 31, 2021\*\*.If the Tenants do 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 Tenants 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 February 1, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

**December 21, 2020**  
**Date Issued**

  
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Khalid Akram  
Member, Landlord and Tenant Board

Toronto North-RO  
47 Sheppard Avenue East, Suite 700, 7th Floor  
Toronto ON M2N5X5

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 August 1, 2021 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: TNL-26005-20**

**A. Amount the Tenants must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	April 1, 2020 to April 17, 2020	\$1,218.41
Less the amount the Tenants paid to the Landlord		-\$7,630.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	April 18, 2020 to December 21, 2020	\$17,774.16
Less the rent deposit:		-\$2,050.00
Less the interest owing on the rent deposit:	July 1, 2016 to April 17, 2020	-\$140.62
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$9,171.95</b>
Additional costs the Tenants must pay to the Landlord:		\$175.00
Plus daily compensation owing for each day of occupation starting December 22, 2020:		\$71.67 (per day)

<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>	<b>\$9,346.95, + \$71.67 per day starting December 22, 2020</b>
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**B. Amount the Tenants must pay to void the eviction order and continue the tenancy:**

**1. If the payment is made on or before December 31, 2020:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	April 1, 2020 to December 31, 2020	\$19,620.00
Less the amount the Tenants paid to the Landlord:		-\$7,630.00
Additional costs the Tenants must pay to the Landlord:		\$175.00

<b>Total the Tenants must pay to continue the tenancy:</b>	<b>On or before December 31, 2020</b>	<b>\$12,165.00</b>
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**2. If the payment is made after December 31, 2020 but on or before January 31, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	April 1, 2020 to January 31, 2021	\$21,800.00
Less the amount the Tenants paid to the Landlord:		-\$7,630.00
Additional costs the Tenants must pay to the Landlord:		\$175.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before January 31, 2021	<b>\$14,345.00</b>