



Order under Section 21.2 of the
Statutory Powers Procedure Act
and the **Residential Tenancies Act, 2006**

File Number: TSL-24570-21-RV

In the matter of: BASEMENT-BACK, 191 ROSETHORN AVENUE
YORK ON M6N3L3

Between: 2651432 Ontario Ltd. Landlord

and

Cassandra Cardoso Tenants
Daniel Novo

Review Order

2651432 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Novo and Cassandra Cardoso (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order TSL-24570-21 issued on March 2, 2022.

On March 15, 2022, the Tenants requested a review of the order.

The request was heard by videoconference on June 8, 2022.

The Landlord's agent, Yvonne Alves, and the Tenant, Cassandra Cardoso (CC), on behalf of both Tenants, attended the hearing. CC spoke to Tenant Duty Counsel prior to the hearing.

Determinations:

1. I am satisfied that CC was not reasonably able to participate in the proceedings because of medical issues which prevented her from attending the previous hearing. As a result, I cancelled order TSL-24570-21 issued on March 2, 2022 and proceeded to hear the Landlord's application.
2. The Tenants have not paid the total rent the Tenants were required to pay for the period from September 1, 2021 to June 30, 2022. Because of the arrears, the Landlord served a Notice of Termination effective September 17, 2021.
3. The Landlord collected a rent deposit of \$1,300.00 from the Tenants and this deposit is still being held by the Landlord.

4. Interest on the rent deposit is owing to the Tenants for the period from June 29, 2020 to September 17, 2021.
5. The Tenants paid \$1,900.00 after the application was filed.
6. CC requested relief from eviction in the form of a payment plan. The Landlord was opposed to the proposed payment plan. I did not find it appropriate to grant the Tenants' request for a payment plan because no payments have been made to the Landlord since November 30, 2021. While I understand the Tenants were experiencing financial difficulty, the lack of any payment since November 30, 2021 undermines the Tenants' expressed intention to pay off the arrears and preserve the tenancy. In addition, the proposed payment plan was over a 14 month period and I found this to be excessively long under the circumstances of this case.
7. 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 30, 2022 pursuant to subsection 83(1)(b) of the Act. While I am mindful of the amount of the arrears and the financial difficulties of the Landlord, I find this short delay to be appropriate given CC's health issues. This delay also provides the Tenants with the opportunity to access the rent bank or other financial resources to pay off the arrears and maintain the tenancy.


It is ordered that:

1. Order TSL-24570-21 issued on March 2, 2022 is cancelled and replaced by this order.
2. Unless the Tenant voids 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 June 30, 2022.
3. The Tenants shall pay to the Landlord \$8,773.82*, which represents the amount of rent owing and compensation up to June 10, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
4. The Tenants shall also pay to the Landlord \$42.74 per day for compensation for the use of the unit starting June 11, 2022 to the date the Tenants move out of the unit.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the unit is not vacated on or before June 30, 2022, then starting July 1, 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 July 1, 2022.
8. If, on or before June 30, 2022, the Tenants pay the amount of \$11,166.00** to the Landlord or to the Board in trust, this order for eviction will be void. This means that the

tenancy would not be terminated and the Tenants could remain in the unit. If this payment is not made in full and on time, 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 July 1, 2022 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.

June 10, 2022
Date Issued



Richard Ferriss
Member, Landlord and Tenant Board

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 January 1, 2023 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-24570-21

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	September 1, 2021 to September 17, 2021	\$606.58
Less the amount the Tenants paid to the Landlord		-\$1,900.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	September 18, 2021 to June 10, 2022	\$11,368.84
Less the rent deposit:		-\$1,300.00
Less the interest owing on the rent deposit:	June 29, 2020 to September 17, 2021	-\$1.60
Amount owing to the Landlord on the order date: (total of previous boxes)		\$8,773.82
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 11, 2022:		\$42.74 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$8,959.82, + \$42.74 per day starting June 11, 2022

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

Reasons for amount owing	Period	Amount
Arrears:	September 1, 2021 to June 30, 2022	\$12,880.00
Less the amount the Tenants paid to the Landlord		-\$1,900.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before June 30, 2022	\$11,166.00