



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

**File Number:** TEL-07431-19

**In the matter of:** 24 GREENBRAE CIRCUIT  
TORONTO ON M1H1P6

**Between:** Toronto Community Housing Corporation Landlord

**and**

Aisha Rose Tenant

Toronto Community Housing Corporation (the 'Landlord') filed a request to re-open the Landlord's application because Aisha Rose (the 'Tenant') did not comply with the terms of their mediated settlement dated February 5, 2020.

This request was heard by way of video conference on December 13, 2021. Only the Landlord's Agent Dale Maingo attended the hearing. As of 1:54pm, the Tenant was not present at the hearing despite being served with notice of hearing from the Board.

**Determinations:**

1. The Landlord's request to reopen is based on a mediated agreement signed by the parties on February 5, 2020. In the agreement, the Tenant is required to pay their monthly rent in full and on time for a period commencing March 2020 through to September 2021. The Tenant was also required to pay \$100.00 on the 22<sup>nd</sup> day of each month commencing February 22, 2020 and continuing until the arrears are paid in full.
2. The Landlord's filed their request to reopen the application on May 7, 2021. In the request, the Landlord alleges that the Tenant had failed to pay their monthly rent for May 2021.
3. Based on uncontested evidence of the Landlord, I am satisfied that the Tenant did not comply with the terms of the mediated agreement, the Landlord's request to re-open the application is granted.
4. The Tenant has not paid the total rent the Tenant was required to pay for the period from July 1, 2019 to December 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective November 14, 2019.
5. The Tenant paid \$8,396.00 after the application was filed.

6. The Landlord's Agent testified that the Landlord has reached out to the Tenant in May and June 2021 regarding a repayment plan and that the Tenant advised that she was not in the financial position to pay the rent arrears.
7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), 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.
8. The Tenant has made substantial payments since the filing of the application and as we are approaching the holiday season, I find it would be appropriate to allow the Tenant some additional time to either vacate or void the order.

**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 31, 2022.
2. The Tenant shall pay to the Landlord \$1,183.92\*, which represents the amount of rent owing and compensation up to December 22, 2021.
3. The Tenant shall also pay to the Landlord \$10.59 per day for compensation for the use of the unit starting December 23, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$175.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing\* on or before January 31, 2022, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 31, 2022, then starting February 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 February 1, 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) \$1,439.00 if the payment is made on or before December 31, 2021, or
  - ii) \$1,761.00 if the payment is made on or before January 31, 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 February 1, 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.

**December 22, 2021**  
**Date Issued**



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Fabio Quattrociochi  
Member, Landlord and Tenant Board

Toronto East-RO  
2275 Midland Avenue, Unit 2  
Toronto ON M1P3E7

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, 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: TEL-07431-19**

2021 CanLII 149799 (ON LTB)

**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 1, 2019 to November 14, 2019	\$1,436.21
Less the amount the Tenant paid to the Landlord		-\$8,396.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 15, 2019 to December 22, 2021	\$8,143.71
<b>Amount owing to the Landlord on the order date:</b> (total of previous boxes)		<b>\$1,183.92</b>
Additional costs the Tenant must pay to the Landlord:		\$175.00
Plus daily compensation owing for each day of occupation starting December 23, 2021:		\$10.59 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$1,358.92, + \$10.59 per day starting December 23, 2021</b>

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

**1. If the payment is made on or before December 31, 2021:**

Reasons for amount owing	Period	Amount
Arrears:	July 1, 2019 to December 31, 2021	\$9,660.00
Less the amount the Tenant paid to the Landlord:		-\$8,396.00
Additional costs the Tenant must pay to the Landlord:		\$175.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before December 31, 2021	<b>\$1,439.00</b>

2. If the payment is made after December 31, 2021 but on or before January 31, 2022:

Reasons for amount owing	Period	Amount
Arrears:	July 1, 2019 to January 31, 2022	\$9,982.00
Less the amount the Tenant paid to the Landlord:		-\$8,396.00
Additional costs the Tenant must pay to the Landlord:		\$175.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before January 31, 2022	\$1,761.00