

Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-19294-20

In the matter of: A, 1149 SHAW STREET
TORONTO ON M6G3Y4

Between: Toronto Community Housing Corporation Landlord

and

Kami Salehi Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kami Salehi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard via video/teleconference on June 23, 2021.

Only the Landlord's Legal Representative Fatima Ferreira attended the hearing. As of 10:22 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 Landlord served a Notice of Termination effective January 31, 2021 because the Tenant did not pay the total rent the Tenant was required to pay for the rental period from March 1, 2019 to December 31, 2020.
2. The monthly rent is \$1358.00.
3. The Landlord collected a rent deposit of \$1,243.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenant for the period from January 1, 2021.
4. The Tenant was credited \$27.42 for interest on the LMR after the application was filed.
5. The Tenant was in possession of the rental unit on the date the application was filed by the Landlord.
6. The Landlord submitted a L1 information update form setting out that the Tenant did not pay the total rent arrears now owing up to June 30, 2021 in the amount of \$21,700.84.
7. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that as of the hearing date, the Tenant owes to the Landlord up to the period ending June 30, 2021, rent arrears of \$21,700.84, plus \$186.00 for the Landlords' cost to file the application - totalling \$21,886.84.

8. The Landlord's Representative testified that there have been a number of conversations with and letters sent to the Tenant by the Landlord about the arrears but was unsuccessful in reaching any form of a settlement or a negotiated repayment plan with the Tenant. As a result, I am satisfied that the Landlord complied with their obligations under subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').
9. The Landlord is seeking a standard order for the arrears and eviction of the Tenant.
10. The Tenant did not attend the hearing to make submissions
11. Based on all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant has not paid anything towards the rent arrears owing since March 2020.

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 July 11, 2021.
2. The Tenant shall pay to the Landlord \$21,641.49*, which represents the amount of rent owing and compensation up to June 30, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$44.37 per day for compensation for the use of the unit starting July 1, 2021 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 July 11, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 12, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 11, 2021, then starting July 12, 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 July 12, 2021.
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) \$21,886.84 if the payment is made on or before June 30, 2021, or
 - ii) \$23,244.84 if the payment is made on or before July 11, 2021**.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 July 12, 2021 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.

June 30, 2021
Date Issued

Randy Aulbrook
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 12, 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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2021 CanLII 101043 (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)	March 1, 2019 to January 31, 2020	-\$8.10
Less the amount the Tenant paid to the Landlord		-\$27.42
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	February 1, 2020 to June 30, 2021	\$22,894.92
Less the rent deposit:		-\$1,243.00
Less the interest owing on the rent deposit:	January 1, 2021 to January 31, 2020	\$25.09
Amount owing to the Landlord on the order date: (total of previous boxes)		\$21,641.49
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 1, 2021:		\$44.37 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$21,827.49, + \$44.37 per day starting July 1, 2021

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

1. If the payment is made on or before June 30, 2021:

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2019 to June 30, 2021	\$21,728.26
Less the amount the Tenant paid to the Landlord:		-\$27.42
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before June 30, 2021	\$21,886.84

2. If the payment is made after June 30, 2021 but on or before July 11, 2021:

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2019 to July 31, 2021	\$23,086.26
Less the amount the Tenant paid to the Landlord:		-\$27.42
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before July 11, 2021	\$23,244.84