



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

**File Number:** TSL-22534-21

**In the matter of:** 2402, 59 EAST LIBERTY STREET  
TORONTO ON M6K3R1

**Between:** Oscar Khazam Landlord

**and**

Emely Bolanos Tenant

Oscar Khazam (the 'Landlord') applied for an order to terminate the tenancy and evict Emely Bolanos (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 29, 2021. The Landlord's Legal Representative, Ilan Shingait and the Tenant's Legal Representative, Arnold Miguel, attended the hearing.

**Determinations:**

*Preliminary Issues*

1. The Tenant's Representative requested the matter be adjourned because he was just retained by the Tenant on September 24, 2021 and has not had time to prepare the file. The Tenant's Representative further submitted that the Tenant could not attend the hearing because she had to work out of town. The Tenant's Representative advised that he pressed the importance of attending today's hearing, but the Tenant told him she had no choice because she needed to work in order to pay the arrears of rent.
2. The Landlord's Representative objected to the request for adjournment because of the prejudice to the Landlord given the arrears of rent surpass the Board's monetary jurisdiction. The Landlord's Representative further submitted that that because this is a digital hearing, the Tenant could have called in or participated from almost anywhere.
3. The Tenant's Representative's request to adjourn the hearing is denied. The Tenant has known about the arrears of rent since the Landlord served the N4 Notice of Termination on May 10, 2021. She was also served notice of this hearing on September 2, 2021. I am satisfied that the Tenant had more than enough time to prepare for the hearing and to seek legal representation in a timely manner. Further, I find the Landlord would be prejudiced if the adjournment was granted given the significant amount of arrears of rent owed to the Landlord.

L1 Application

4. The Tenant has not paid the total rent the Tenant was required to pay for the period from August 1, 2020 to September 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective May 27, 2021.
5. The Tenant is in possession of the rental unit.
6. The lawful monthly rent is \$4,000.00.
7. The Landlord is not holding a last month's rent deposit.
8. The Tenant has made no payments since the application was filed.
9. The Landlord's claim for the period ending October 31, 2021 exceeds the Board's monetary jurisdiction of \$35,000.00. The Landlord indicated a desire to proceed with the hearing of the application and voluntarily waived the portion of the claim that exceeds the Board's monetary jurisdiction.
10. 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. In making this finding, I considered the uncontested submissions of the Landlord's Representative that the Landlord has tried to work with the Tenant by attempting to negotiate a repayment plan, but the Tenant never made any effort to make payments. Further, the Landlord is a small landlord who relies on the monthly rent to pay the expenses for the rental property. Because the Tenant has not paid the monthly rent owed, the Landlord has experienced financial hardship. The Tenant's Representative had no submissions on this issue.


**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 October 31, 2021.
2. The Tenant shall pay to the Landlord \$35,000.00\*, which represents the amount of rent owing and compensation up to October 20, 2021.
3. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing\* on or before October 31, 2021, the Tenant will start to owe interest. This will be simple interest calculated from November 1, 2021 at 2.00% annually on the balance outstanding.

5. If the unit is not vacated on or before October 31, 2021, then starting November 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 November 1, 2021.
7. If, on or before October 31, 2021, the Tenant pays the amount of \$46,201.00\*\* 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 Tenant 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.
8. 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 November 1, 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.

2021 CanLII 140275 (ON LTB)

**October 20, 2021**  
**Date Issued**



\_\_\_\_\_  
Dawn Wickett  
Member, Landlord and Tenant Board

Toronto South-RO  
15 Grosvenor Street, 1st Floor  
Toronto ON M7A 2G6



\_\_\_\_\_  
Susan Priest  
Member, Landlord and Tenant Board

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 May 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: TSL-22534-21

**A. Amount the Tenant 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)	August 1, 2020 to May 27, 2021	\$25,550.68
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 28, 2021 to October 20, 2021	\$19,200.46
<b>Amount owing to the Landlord on the order date:</b> (total of previous boxes)		<b>\$44,751.14</b>
Less the amount being waived by the Landlord over the Board's monetary jurisdiction		-\$9,751.14
Additional costs the Tenant must pay to the Landlord:		\$201.00
<b>Total the Tenant must pay the Landlord if the tenancy is terminated: Board's maximum monetary jurisdiction</b>		<b>\$35,000.00</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	August 1, 2020 to October 31, 2021	\$46,000.00
Additional costs the Tenant must pay to the Landlord:		\$201.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before October 31, 2021	<b>\$46,201.00</b>

2021 CanLII 140275 (ON LTB)