



Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-10080-21

In the matter of: 48, 420 LINDEN DRIVE
CAMBRIDGE ON N3H0C6

Between: Haris Mahmood Landlords
Jahan Ara

and

Bengina Clayton Tenants
Nekiera Clayton
Nikiem Clayton

Haris Mahmood and Jahan Ara (the 'Landlords') applied for an order to terminate the tenancy and evict Bengina Clayton, Nekiera Clayton and Nikiem Clayton (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 22, 2021. Only Haris Mahmood (HM) on behalf of both Landlords and the Landlord's legal representative, Arshad Khan, attended the hearing. As of 10:30 a.m. the Tenants were not present or represented although properly served with the notice of this hearing by the Board.

Preliminary issue:

1. The Landlord requested that the application be amended to reflect the correct last month's rent deposit of \$2,400.00. HM testified that he mistakenly indicated that the deposit was \$4,800.00 because he thought he needed to include the \$2,400.00 the Tenants prepaid for rent for the first month of the tenancy. I granted the Landlords' request and this application is amended accordingly.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from February 15, 2021 to August 14, 2021. Because of the arrears, the Landlords served a Notice of Termination effective March 24, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$2,400.00.

4. The Landlords collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlords.
5. Interest on the rent deposit is owing to the Tenants for the period from July 16, 2020 to March 24, 2021.
6. The Tenants paid \$1,000.00 after the application was filed.
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 payment agreement with the Tenants, and find that it would not be unfair to postpone the eviction until August 31, 2021 pursuant to subsection 83(1)(b) of the Act. The Landlords did not provide satisfactory evidence that they attempted to negotiate a payment agreement with the Tenants and as such it is not unfair to grant the Tenants some additional time to pay off the arrears of rent or to find a new rental unit. The Tenants have been falling further behind on rent since this application was filed, and they did not attend the hearing to request relief from eviction. As such, no further relief from eviction will be granted.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before August 31, 2021.
2. The Tenants shall pay to the Landlords \$1,286.57*, which represents the amount of rent owing and compensation up to July 30, 2021, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenants shall also pay to the Landlords \$78.90 per day for compensation for the use of the unit starting July 31, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlords the full amount owing* on or before September 1, 2021, the Tenants will start to owe interest. This will be simple interest calculated from September 2, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 31, 2021, then starting September 1, 2021, the Landlords 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 Landlords, on or after September 1, 2021.
8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlords or to the Board in trust:
 - i) \$4,986.00 if the payment is made on or before August 14, 2021, or

ii) \$7,386.00 if the payment is made on or before August 31, 2021**. If the Tenants do not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlords 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 September 1, 2021 but before the Sheriff gives vacant possession to the Landlords. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlords.



Vladimir Nikitin
Member, Landlord and Tenant Board

July 30, 2021
Date Issued

Head Office
777 Bay Street, 12th Floor
Toronto Ontario M5G2E5

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 March 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**

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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)	February 15, 2021 to March 24, 2021	-\$610.96
Less the amount the Tenants paid to the Landlords		-\$5,800.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 25, 2021 to July 30, 2021	\$10,099.20
Less the rent deposit:		-\$2,400.00
Less the interest owing on the rent deposit:	July 16, 2020 to March 24, 2021	-\$1.67
Amount owing to the Landlords on the order date: (total of previous boxes)		\$1,286.57
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting July 31, 2021:		\$78.90 (per day)
Total the Tenants must pay the Landlords if the tenancy is terminated:		\$1,472.57, + \$78.90 per day starting July 31, 2021

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

1. If the payment is made on or before August 14, 2021:

Reasons for amount owing	Period	Amount
Arrears:	February 15, 2021 to August 14, 2021	\$10,600.00
Less the amount the Tenants paid to the Landlords:		-\$5,800.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before August 14, 2021	\$4,986.00

2. If the payment is made after August 14, 2021 but on or before August 31, 2021:

Reasons for amount owing	Period	Amount
Arrears:	February 15, 2021 to September 14, 2021	\$13,000.00
Less the amount the Tenants paid to the Landlords:		-\$5,800.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before August 31, 2021	\$7,386.00

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