



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

**File Number:** CEL-02015-21

**In the matter of:** 22 BENTLEY CRESCENT  
BARRIE ON L4N0Z1

**Between:** Mukesh Kumar Desai  
Minaxi Mokeshkumar Desai

Landlords

**and**

Brock Small  
Cassie Korzenco

Tenants

Mukesh Kumar Desai and Minaxi Mokeshkumar Desai (the 'Landlords') applied for an order to terminate the tenancy and evict Cassie Korzenco and Brock Small (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 application) and because they have been persistently late in paying their rent (L2 application).

This application was heard by way of video conference on October 14, 2021. The Landlord's attended the hearing and was represented by Bitu Di Lisi, Paralegal. The Tenants were not present although properly served with notice of this hearing by the Board.

**Determinations:**

L1 application

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from December 1, 2020 to October 31, 2021. Because of the arrears, the Landlords served a Notice of Termination effective June 30, 2021.
2. The Landlords collected a rent deposit of \$1,600.00 from the Tenants and this deposit is still being held by the Landlords.
3. Interest on the rent deposit is owing to the Tenants for the period from June 30, 2020 to June 30, 2021.
4. The Tenants have made no payments since the application was filed.

L2 application

5. The Landlord served an N8 notice of termination to the Tenant on June 24, 2021 with a termination date of August 31, 2021.
6. The Landlord testified that from January 2020 to October 2021, the Tenants have failed to pay the monthly rent in full and on time each month except for March 2021.
7. Based on the Landlord's uncontested evidence, I am satisfied that the Tenants have persistently failed to pay the rent on the date it was due.

**Relief from eviction:**

8. The Landlord testified that since filing the applications, the Landlord has attempted to contact the Tenants on nine separate occasions. Each time, the Tenants have not responded or returned the Landlord's phone calls or emails or proposed a repayment plan.
9. 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 Tenants and find that it would not be unfair to postpone the eviction until December 31, 2021 pursuant to subsection 83(1)(b) of the Act.
10. The tenancy is being terminated on a non-remedial basis pursuant to the L2 application

**It is ordered that:**

11. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before December 31, 2021.
12. The Tenants shall pay to the Landlords \$10,860.89\*, which represents the amount of rent owing and compensation up to December 13, 2021, less the rent deposit and interest the Landlords owe on the rent deposit.
13. The Tenants shall also pay to the Landlords \$53.75 per day for compensation for the use of the unit starting December 14, 2021 to the date the Tenants move out of the unit.
14. The Tenants shall also pay to the Landlords \$201.00 for the cost of filing the application.
15. If the Tenants do not pay the Landlords the full amount owing\* on or before December 31, 2021, the Tenants will start to owe interest. This will be simple interest calculated from January 1, 2022 at 2.00% annually on the balance outstanding.

16. If the unit is not vacated on or before December 31, 2021, then starting January 1, 2022, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
17. 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 January 1, 2022.

**December 13, 2021**  
**Date Issued**



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Fabio Quattrociochi  
Member, Landlord and Tenant Board

Central-RO  
3 Robert Speck Pkwy, 5th Floor  
Mississauga ON L4Z2G5

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 July 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 the attached Summary of Calculations.

**Schedule 1  
SUMMARY OF CALCULATIONS**

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**A. Amount the Tenants must pay:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	December 1, 2020 to June 30, 2021	\$3,540.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 1, 2021 to December 13, 2021	\$8,922.50
Less the rent deposit:		-\$1,600.00
Less the interest owing on the rent deposit:	June 30, 2020 to June 30, 2021	-\$1.61
Amount owing to the Landlords on the order date: (total of previous boxes)		<b>\$10,860.89</b>
Additional costs the Tenants must pay to the Landlords:		\$201.00
Plus daily compensation owing for each day of occupation starting December 14, 2021:		\$53.75 (per day)
<b>Total the Tenants must pay the Landlords:</b>		<b>\$11,061.89, + \$53.75 per day starting December 14, 2021</b>

2021 CanLII 148902 (ON LTB)