



Order under Section 69
Residential Tenancies Act, 2006

File Number: TNL-30046-21

In the matter of: 2308, 33 EMPRESS AVENUE
NORTH YORK ON M2N6Y7

Between: Ying-Nan Mary Jeng Landlord

and

Melroy D'Souza Tenant

Ying-Nan Mary Jeng (the 'Landlord') applied for an order to terminate the tenancy and evict Melroy D'Souza (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 28, 2021. The Landlord's Legal Representative, Rong Wei Yu, and the Tenant attended the hearing.

On consent of the parties, other individuals named as tenants in the Landlord's application were removed as parties to the proceedings.

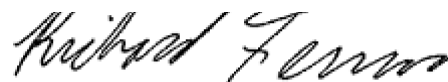
Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from April 10, 2020 to July 9, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 20, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$2,700.00.
4. The Tenant has made no payments since the application was filed.
5. The Landlord collected a rent deposit of \$2,700.00 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from March 10, 2020 to December 20, 2020.
7. 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 this regard, I considered the reasons

provided by the Tenant with respect to how the arrears arose, the health issues of the Tenant and his child, as well as the payment history and the amount of the arrears which are approaching the monetary jurisdiction of the Board.

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 23, 2021.
2. The Tenant shall pay to the Landlord \$32,538.83*, which represents the amount of rent owing and compensation up to July 12, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$88.77 per day for compensation for the use of the unit starting July 13, 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 23, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 24, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 23, 2021, then starting July 24, 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 24, 2021.
8. If, on or before July 23, 2021, the Tenant pays the amount of \$37,986.00** 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.
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 24, 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.



Richard Ferriss
Member, Landlord and Tenant Board

July 12, 2021

Date Issued

Toronto North-RO
47 Sheppard Avenue East, Suite 700, 7th Floor
Toronto ON M2N5X5

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 24, 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 111513 (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)	April 10, 2020 to December 20, 2020	\$17,176.44
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 21, 2020 to July 12, 2021	\$18,109.08
Less the rent deposit:		-\$2,700.00
Less the interest owing on the rent deposit:	March 10, 2020 to December 20, 2020	-\$46.69
Amount owing to the Landlord on the order date: (total of previous boxes)		\$32,538.83
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 13, 2021:		\$88.77 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$32,724.83, + \$88.77 per day starting July 13, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	April 10, 2020 to August 9, 2021	\$37,800.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before July 23, 2021	\$37,986.00