



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

**File Number:** TSL-19297-20

**In the matter of:** 619, 295 DUFFERIN STREET  
TORONTO ON M6K3G2

**Between:** IMH Pool X LP Landlord  
  
**and**  
  
Sindhwal Sangeeta Tenants  
Vishal Sabharwal

IMH Pool X LP (the 'Landlord') applied for an order to terminate the tenancy and evict Vishal Sabharwal and Sindhwal Sangeeta (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

Only the Landlord's Legal Representative Sam Ursino attended the hearing. As of 10:04 a.m., the Tenants were 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 December 12, 2020 because the Tenants did not pay the total rent the Tenant was required to pay for the rental period from April 1, 2020 to December 31, 2020.
1. The monthly rent is \$1398.93.
2. The Landlord collected a rent deposit of \$1,370.76 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenants for the period from January 1, 2010.
3. The Tenants paid \$9,519.89 after the application was filed.
4. The Tenants were in possession of the rental unit on the date the application was filed by the Landlord.
5. The Landlord submitted a L1 information update form setting out that the Tenants did not pay the total rent arrears now owing up to June 30, 2021 in the amount of \$2,604.79.

6. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that as of the hearing date, the Tenants owe to the Landlord up to the period ending June 30, 2021, rent arrears of \$2,604.79, plus \$186.00 for the Landlords' cost to file the application - totalling \$2,790.79.
7. The Landlord's Representative testified that there have been a number of conversations with and letters sent to the Tenants by the Landlord about the arrears but was unsuccessful in reaching any form of a settlement or a negotiated repayment plan with the Tenants. 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').
8. The Landlord is seeking a standard order for the arrears and eviction of the Tenants.
9. The Tenants did not attend the hearing to make submissions
10. 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.

**It is ordered that:**

1. Unless the Tenants void the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 11, 2021.
2. The Tenants shall pay to the Landlord \$637.94\*, 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 Tenants shall also pay to the Landlord \$45.99 per day for compensation for the use of the unit starting July 1, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing\* on or before July 11, 2021, the Tenants 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 Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
  - i) \$2,790.79 if the payment is made on or before June 30, 2021, or
  - ii) \$4,189.72 if the payment is made on or before July 11, 2021\*\*.If the Tenants do 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 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 July 12, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.



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Randy Aulbrook  
Member, Landlord and Tenant Board

**June 30, 2021**  
**Date Issued**

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**

File Number: TSL-19297-20

2021 CanLII 101118 (ON LTB)

**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)	April 1, 2020 to December 12, 2020	\$2,604.79
Less the amount the Tenants paid to the Landlord		-\$9,519.89
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 13, 2020 to June 30, 2021	\$9,198.00
Less the rent deposit:		-\$1,370.76
Less the interest owing on the rent deposit:	January 1, 2010 to December 12, 2020	-\$274.20
<b>Amount owing to the Landlord on the order date:</b> (total of previous boxes)		<b>\$637.94</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 1, 2021:		\$45.99 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$823.94, + \$45.99 per day starting July 1, 2021</b>

**B. Amount the Tenants 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:	April 1, 2020 to June 30, 2021	\$12,124.68
Less the amount the Tenants paid to the Landlord:		-\$9,519.89
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before June 30, 2021	<b>\$2,790.79</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	April 1, 2020 to July 31, 2021	\$13,523.61
Less the amount the Tenants paid to the Landlord:		-\$9,519.89
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before July 11, 2021	\$4,189.72