



Order under Section 69
Residential Tenancies Act, 2006

File Number: TNL-32266-21

In the matter of: MAIN FLOOR UNIT, 1234 GLENCAIRN AVENUE
TORONTO ON M6B2B5

Between: Dan Izenberg Landlord

And

Eva Berki Tenants
Maria Cintia Kotai
Roland Szepesi
Sandor Milan Kotai

Dan Izenberg (the 'Landlord') applied for an order to terminate the tenancy and evict Eva Berki, Maria Cintia Kotai, Sandor Milan Kotai and Roland Szepesi (the 'Tenants') because they, another occupant of the rental unit or someone they permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by video conference on August 19, 2021.

Only the Landlord's legal representative, Peter Balatidis, attended the hearing. By 3:10 p.m., the Tenant did not attend the hearing, though properly served with the Notice of Hearing.

Determinations:

1. The Tenants are in possession of the rental unit, which is a three-bedroom apartment on the main floor of the residential complex, which is a house. Another tenant occupies the basement of the house pursuant to a separate tenancy.
2. Under their tenancy agreement the Tenants are obligated to re-imburse the Landlord for a fixed percentage of the monthly costs of the following utilities for the residential complex: gas; hydro; and water.
3. From October 2020 to present the Tenants have only re-imbursed the \$153.00 to the Landlord and owe \$2,893.00 in utilities arrears.

4. The Tenants have substantially interfered with the Landlord's lawful right, privilege or interest of the Landlord by not paying the utilities costs as above, which has negatively affected the Landlord's ability to pay for the complex.
5. The Landlord collected a rent deposit of \$2,600.00 from the Tenants and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenants for the period from September 1, 2020 to May 9, 2021
7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.


It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated, as of September 3, 2021. The Tenants must move out of the rental unit on or before September 3, 2021.
2. The Tenants shall pay to the Landlord \$6,459.10, which represents compensation for the use of the unit from May 10, 2021 to August 23, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$85.48 per day for compensation for the use of the unit from August 24, 2021 to the date they 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 September 3, 2021, they will start to owe interest. This will be simple interest calculated from September 4, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before September 3, 2021, then starting September 4, 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 September 4, 2021.

August 23, 2021

Date Issued

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



Sean Henry

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 March 4, 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.