



Order under Section 21.2 of the  
**Statutory Powers Procedure Act**  
and the **Residential Tenancies Act, 2006**

**File Number:** CEL-95530-20-RV

**In the matter of:** 2208 CHALMERS CRESCENT  
INNISFIL ON L9S1Y6

**Between:** Maryam Hosseinzadeh Milani Landlord

**and**

Syed Anwarul Hassan Jafry Tenant

**Review Order**

Maryam Hosseinzadeh Milani (the 'Landlord') applied for an order to terminate the tenancy and evict Syed Anwarul Hassan Jafry (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order CEL-95530-20 issued on March 1, 2021. On March 26, 2021, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 29, 2021, interim order CEL-95530-20 -IN was issued, staying the order issued on March 1, 2021. The Tenant alleged that the order contains a serious error.

The request was heard by video conference on May 20, 2021. The Landlord, the Landlord's Legal Representative S. Mula and the Tenant's Legal Representative, R. Bowers attended the hearing.

**Determinations:**

The Request

1. The Landlord consented to the Tenant's request to review order CEL-95530-20. As a result, the Landlord's application was heard afresh on the merits.

The L1 Application

2. The Tenant has not paid the total rent the Tenant was required to pay for the period from June 15, 2020 to June 14, 2021. Because of the arrears, the Landlord served a Notice of Termination effective August 8, 2020.

3. The Tenant is in possession of the rental unit.
4. The monthly rent is \$1,800.00.
5. The Tenant paid \$11,700.00 after the application was filed.
6. The parties agree that the amount outstanding to June 14, 2021, inclusive of rent arrears and costs is \$10,086.00.
7. The Tenant's Legal Representative requested a repayment plan stating that the Tenant could pay \$500.00 towards the arrears on June 1, 2021. The Tenant, who is a self-employed restaurateur, lost income due to the pandemic. No evidence was available to show how much the Tenant currently earns or if he received government assistance at any time while he owed rent.
8. The Landlord testified that she is in dire financial straits and had to obtain a line of credit to keep up with the mortgage payments for the rental unit.
9. The Landlord incurred costs of \$330.00, the non-refundable amount the Landlord paid the Court Enforcement Office to enforce the eviction order CEL-95530-20.
10. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord.
11. Interest on the rent deposit is owing to the Tenant for the period from May 16, 2020 to August 8, 2020.
12. 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 Tenant and find that it would not be unfair to postpone the eviction until **June 30, 2021**, pursuant to subsection 83(1)(b) of the Act. There was insufficient evidence before me to determine whether or not the Tenant can comply with a conditional order. The termination date is extended to give the Tenant extra time to either pay the full amount owed or secure alternative accommodation.

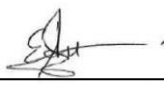
**It is ordered that:**

1. The request to review order CEL-95530-20 issued on March 1, 2021, is granted. The order cannot be enforced by the Landlord.
2. The interim order issued on March 29, 2021 is cancelled and replaced with this order.
3. 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 June 30, 2021.

4. The Tenant shall pay to the Landlord \$7,287.40\*, which represents the amount of rent owing and compensation up to May 31, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay to the Landlord \$59.18 per day for compensation for the use of the unit starting June 1, 2021 to the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Tenant shall also pay to the Landlord \$330.00 for the Court Enforcement Office cost.
8. If the Tenant does not pay the Landlord the full amount owing\* on or before June 11, 2021, the Tenant will start to owe interest. This will be simple interest calculated from June 12, 2021 at 2.00% annually on the balance outstanding.
9. If the unit is not vacated on or before June 30, 2021, then starting July 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 1, 2021.
11. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
  - i) \$10,086.00 if the payment is made on or before June 14, 2021, or
  - ii) \$11,886.00 if the payment is made on or before June 30, 2021\*\*.If the Tenant does 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.
12. 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 1, 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.
13. This order terminates the tenancy and permits the Landlord to file the order with Court Enforcement Office (Sheriff) to evict the Tenant. However, as of the date this matter was heard, the Sheriff cannot enforce this order as a result of Ontario Regulation 266/21 made under the Emergency Management and Civil Protection Act on April 8, 2021. The Tenant cannot be evicted from the rental unit while this regulation is in force. Eviction by the Sheriff may occur after the regulation is removed by the Ontario Government.

2021 CanLII 88484 (ON LTB)

**May 31, 2021**  
**Date Issued**

  
\_\_\_\_\_  
Jitewa Edu  
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 January 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**

**File Number: CEL-95530-20-RV**

**A. Amount the Tenant must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	June 15, 2020 to August 8, 2020	\$3,279.45
Less the amount the Tenant paid to the Landlord		-\$11,700.00
Plus, compensation: (from the day after the termination date in the Notice to the date of the order)	August 9, 2020 to May 31, 2021	\$17,517.28
Less the rent deposit:		-\$1,800.00
Less the interest owing on the rent deposit:	May 16, 2020 to August 8, 2020	-\$9.33
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$7,287.40</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus, daily compensation owing for each day of occupation starting June 1, 2021:		\$59.18 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$7,473.40, + \$59.18 per day starting June 1, 2021</b>

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

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	June 15, 2020 to June 14, 2021	\$21,600.00
Less the amount the Tenant paid to the Landlord:		-\$11,700.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before June 14, 2021	<b>\$10,086.00</b>

2021 CanLII 88484 (ON LTB)

2. If the payment is made after June 14, 2021 but on or before June 30, 2021:

Reasons for amount owing	Period	Amount
Arrears:	June 15, 2020 to July 14, 2021	\$23,400.00
Less the amount the Tenant paid to the Landlord:		-\$11,700.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before June 30, 2021	\$11,886.00