



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

**File Number:** TNL-29940-21

**In the matter of:** 106, 7433 YONGE STREET  
THORNHILL ON L3T2B8

**Between:** IMH Pool X LP Landlord

**and**

Paval Gyulemetov Tenant

IMH Pool X LP (the 'Landlord') applied for an order to terminate the tenancy and evict Paval Gyulemetov (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by way of a video conference on June 28, 2021. The Landlord's Legal Representative, B. Rubin, attended the hearing on behalf of the Landlord. As of 2:39 p.m., the Tenant was not present or represented at the hearing, although properly served with notice of this hearing by the Board.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from December 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 21, 2020.
2. The Tenant is in possession of the rental unit.
3. The current monthly rent is \$1,427.83.
4. The Landlord collected a rent deposit of \$1,427.83 from the Tenant and this deposit is still being held by the Landlord.
5. As of the date of the hearing, the Tenant had paid \$6,534.30 to the Landlord after the application was filed. The last payment made by the Tenant before the date of the hearing was on May 16, 2021, in the amount of \$4,283.49.
6. As of the date of the hearing, the total amount outstanding to the Landlord, inclusive of rent arrears (\$1,427.83) and the application filing fee (\$186.00), was \$1,613.83.
7. The Landlord attempted to negotiate an agreement with respect to this application by sending written correspondence to the Tenant. In addition, the Landlord's Legal

Representative also sent email correspondence to the Tenant in an effort to reach an agreement. However, no agreement had been reached between the parties.

8. I have considered all of the disclosed circumstances in accordance with section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of the COVID-19 pandemic upon the parties and whether the Landlord attempted to negotiate a payment plan regarding the arrears, and find that it would not be unfair to postpone the eviction until August 31, 2021, pursuant to subsection 83(1)(b) of the Act. Based on the Landlord's uncontested evidence, it appears that the Tenant almost discontinued the application in May 2021, but for the application filing fee. In light of the payments made by the Tenant to the Landlord after the application was filed, it would not be unfair to postpone the eviction briefly in order to allow the Tenant some additional time to pay the total amount outstanding to the Landlord and preserve the tenancy.
9. If the Tenant paid all outstanding arrears and the application filing fee between the date of the hearing and the date of this order, then this application will have been discontinued in accordance with the Act.

**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 August 31, 2021.
2. The Tenant shall pay to the Landlord \$4,163.56\*, which represents the amount of rent owing and compensation up to August 16, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. Any payments made by the Tenant to the Landlord since the date of the hearing shall be deducted from the overall amount outstanding to the Landlord.
4. The Tenant shall also pay to the Landlord \$46.94 per day for compensation for the use of the unit starting August 17, 2021 to the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing\* on or before August 27, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 28, 2021 at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before August 31, 2021, then starting September 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 1, 2021.

9. If, on or before August 31, 2021, the Tenant pays the amount of \$4,469.49\*\* 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.
10. 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 September 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.

**August 16, 2021**  
**Date Issued**



Arnab Quadry  
Member, Landlord and Tenant Board

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 March 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**

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2021 CanLII 121180 (ON LTB)

**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)	December 1, 2020 to December 21, 2020	\$953.11
Less the amount the Tenant paid to the Landlord		-\$6,534.30
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 22, 2020 to August 16, 2021	\$11,171.72
Less the rent deposit:		-\$1,427.83
Less the interest owing on the rent deposit:		\$0.86
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$4,163.56</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 17, 2021:		\$46.94 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$4,349.56, + \$46.94 per day starting August 17, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	December 1, 2020 to August 31, 2021	\$10,817.79
Less the amount the Tenant paid to the Landlord		-\$6,534.30
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 August 31, 2021	\$4,469.49