



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-21780-21

In the matter of: 1, 57 MANITOBA STREET
ETOBICOKE ON M8Y1E1

Between: Chandraleka Gurusamy Landlords
Venkatesh Rajamannar

and

Barry Joseph Gallant Tenant

Chandraleka Gurusamy and Venkatesh Rajamannar (the 'Landlords') applied for an order to terminate the tenancy and evict Barry Joseph Gallant (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 28, 2021. The Landlord, Venkatesh Rajamannar, attended the hearing on behalf of both Landlords. The Landlord's Legal Representative, Samila Waslat, also attended the hearing. As of 2:46 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 May 16, 2020 to August 15, 2021. Because of the arrears, the Landlords served a Notice of Termination effective May 2, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$2,000.00.
4. The Landlord is not holding a last month's rent deposit.
5. The Tenant paid \$4,000.00 after the application was filed.
6. The Landlord attempted to negotiate a repayment plan of the arrears. The Landlord stated a letter was sent to the Tenant April 15, 2021 by regular mail to address the rent arrears. The Landlord stated it received no response from the Tenant to this letter. The Landlord stated it was unable to reach the Tenant by telephone and two voice messages were left for the Tenant with no response. I find that the Landlord has fulfilled its duties to attempt resolution of the application during the COVID-19 pandemic pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').

7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. While I accept the Tenant has made some payments towards the rent arrears, I find the Tenant has been non-responsive to the Landlord's attempts to address a repayment of the rent arrears. The Tenant did not attend the hearing and I am unaware of the circumstances for which he has not been paying his rent and I find that the arrears are significant.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before September 5, 2021.
2. The Tenant shall pay to the Landlords \$13,629.06*, which represents the amount of rent owing and compensation up to August 25, 2021.
3. The Tenant shall also pay to the Landlords \$65.75 per day for compensation for the use of the unit starting August 26, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlords the full amount owing* on or before September 5, 2021, the Tenant will start to owe interest. This will be simple interest calculated from September 6, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before September 5, 2021, then starting September 6, 2021, the Landlords 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 Landlords, on or after September 6, 2021.
8. If, on or before September 5, 2021, the Tenant pays the amount of \$15,136.00** to the Landlords 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 Landlords 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 September 6, 2021 but before the Sheriff gives vacant possession to the Landlords. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlords.

August 25, 2021
Date Issued



Kimberly Parish
Member, Landlord and Tenant Board

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 March 6, 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 122933 (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)	May 16, 2020 to May 2, 2021	\$10,067.81
Less the amount the Tenant paid to the Landlords		-\$4,000.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 3, 2021 to August 25, 2021	\$7,561.25
Amount owing to the Landlords on the order date: (total of previous boxes)		\$13,629.06
Additional costs the Tenant must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting August 26, 2021:		\$65.75 (per day)
Total the Tenant must pay the Landlords if the tenancy is terminated:		\$13,815.06, + \$65.75 per day starting August 26, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	May 16, 2020 to September 15, 2021	\$18,950.00
Less the amount the Tenant paid to the Landlords		-\$4,000.00
Additional costs the Tenant must pay to the Landlords:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before September 5, 2021	\$15,136.00