



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-16762-20

In the matter of: 816, 2111 LAKESHORE BLVD WEST
TORONTO ON M8V4B2

Between: Jyoti Thakrar Landlord

and

Josee Beaudoin Tenants
Zenon Stepniewski

Jyoti Thakrar (the 'Landlord') applied for an order to terminate the tenancy and evict Zenon Stepniewski and Josee Beaudoin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard via video/teleconference on June 1, 2021.

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Landlord served a Notice of Termination effective June 26, 2020, because the Tenants have not paid the total rent the Tenants were required to pay for the period from April 1, 2020 to July 31, 2020.
2. The monthly rent is \$2,350.00. The Tenants have not paid anything towards rent since the filing of the application.
3. The Tenants were in possession of the rental unit when the application was filed.
4. The Landlord submitted a L1.L9 Information Update form documenting that the Tenants have not paid anything towards rent owing after the application was filed, and the total amount of rent arrears now owing by the Tenants to the Landlord for the period April 1, 2020 to June 30, 2021, is \$31,900.00.
5. The Tenants did not dispute the amount of the rent arrears owing to the Landlord. I am therefore satisfied that as of the hearing date, the Tenants owes to the Landlord up to the rental period ending June 30, 2021, rent arrears of \$31,900.00, plus \$201.00 for the Landlord's cost to file the application - totalling \$32,101.00.
6. The application records a rent deposit of \$2,300.00 was collected 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 October 13, 2016.

7. The Landlord testified that there have been conversations with the Tenants about the arrears but was unsuccessful in reaching any form of a settlement or a negotiated repayment plan with the Tenants prior to the hearing. 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 Tenants requested additional time to pay the arrears outstanding.
9. 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 find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants have not paid anything towards rent owing to the Landlord since April 2020. The amount of rent now outstanding is substantial and to grant an extension of time would be prejudicial to the Landlord.

It is ordered that:

1. Unless the Tenant voids 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 June 27, 2021.
2. The Tenants shall pay to the Landlord \$28,333.04*, which represents the amount of rent owing and compensation up to June 16, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$77.26 per day for compensation for the use of the unit starting June 17, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before June 27, 2021, the Tenants will start to owe interest. This will be simple interest calculated from June 28, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 27, 2021, then starting June 28, 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 June 28, 2021.
8. If, on or before June 27, 2021, the Tenants pay the amount of \$32,101.00** 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 Tenants 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.

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 June 28, 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.



June 16, 2021
Date Issued

Randy Aulbrook
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 December 28, 2021 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.

Daily Compensation $\frac{\text{Monthly Rent } \$2350.00 \times 12}{365} = \77.26

**Schedule 1
SUMMARY OF CALCULATIONS**

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2021 CanLII 101119 (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 June 26, 2020	\$3,358.77
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	June 27, 2020 to June 16, 2021	\$27,427.30
Less the rent deposit:		-\$2,300.00
Less the interest owing on the rent deposit:	October 13, 2016 to June 26, 2020	-\$153.03
Amount owing to the Landlord on the order date: (total of previous boxes)		\$28,333.04
Additional costs the Tenants must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting June 17, 2021:		\$77.26 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$28,534.04, + \$77.26 per day starting June 17, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2020 to June 30, 2021	\$31,900.00
Additional costs the Tenants must pay to the Landlord:		\$201.00
Total the Tenants must pay to continue the tenancy:		\$32,101.00