



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

**File Number:** TEL-15759-21

**In the matter of:** 206, 215 MARKHAM ROAD  
TORONTO ON M1J3C4

**Between:** Capreit Limited Partnership

Landlord

**and**

Mohammad Abul K Azad

Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammad Abul K Azad (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 21, 2021. Only the Landlord's Agent, Nidhi Sharma, attended the hearing. As of 10:16 a.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 October 1, 2020 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective January 27, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,680.00.
4. The Landlord collected a rent deposit of \$1,680.00 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from September 1, 2020 to January 27, 2021.
6. The amount outstanding to July 31, 2021, inclusive of rent arrears (\$13,160), and costs (\$186.00), is \$13,346.00.
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 not be unfair to

grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$13,346.00, which represents the arrears of rent (\$13,160.00), and costs (\$186.00) outstanding for the period ending July 31, 2021.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
  - (a) The Tenant pay to the Landlord the monies owing under paragraph 1 of this order and the monthly rent that comes due as follows:

<b>Date Payment Due</b>	<b>Amount of Payment</b>
July 22, 2021	\$1,680.00 (costs and arrears)
July 31, 2021	\$500.00 (arrears)
August 10, 2021	Lawful rent
August 17, 2021,	\$972.16 (arrears)
September 1, 2021	Lawful rent
September 10, 2021	\$972.16 (arrears)
October 1, 2021	Lawful rent
October 10, 2021	\$972.16 (arrears)
December 1, 2021	Lawful rent
December 10, 2021	\$972.16 (arrears)
January 1, 2022	Lawful rent
January 10, 2022	\$972.16 (arrears)
February 1, 2022	Lawful rent
February 10, 2022	\$972.16 (arrears)
March 1, 2022	Lawful rent
March 10, 2022	\$972.16 (arrears)
April 1, 2022	Lawful rent
April 10, 2022	\$972.16 (arrears)
May 1, 2022	Lawful rent

May 10, 2022	\$972.16 (arrears)
June 1, 2022	Lawful rent
June 10, 2022	\$972.16 (arrears)
July 1, 2022	Lawful rent
July 10, 2022	\$472.24. (arrears)

3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:

(a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.

(b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

**September 1, 2021**  
**Date Issued**



Anthony Bruno  
 Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.