



Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-16917-21

In the matter of: 911, 3050 PHARMACY AVENUE
TORONTO ON M1W2N7

Between: Park Property Management Inc Landlord

and

Anis Khalil Tenants
Faten Khalil
Nawal Khalil

2021 CanLII 129678 (ON LTB)

Park Property Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Faten Khalil, Nawal Khalil and Anis Khalil (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard in video conference room 103 on August 4, 2021.

Only the Landlord's representative, A. Sada, attended when the hearing was called at 11:24AM.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from April 1, 2021 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective May 5, 2021.
2. The Landlord collected a rent deposit of \$1,369.88 from the Tenants and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenants for the period from August 1, 2020 to May 5, 2021.
4. The Tenants paid \$4,021.17 after the application was filed.
5. The Landlord's representative testified that the Landlord sent the Tenants letters on the 2nd day of each month from April 2021 to invite the Tenants to contact the Landlord to resolve the rental arrears. The Landlord's representative further testified that the Tenants did not respond to any of the Landlord's letters.

6. Based on the evidence, I find pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act') that the Landlord has attempted to resolve with the Tenants the Tenants' rent arrears.
7. I have considered all of the other 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. The Tenants did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application to terminate the tenancy.

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 September 26, 2021.
2. The Tenants shall pay to the Landlord \$852.89*, which represents the amount of rent owing and compensation up to September 15, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$45.04 per day for compensation for the use of the unit starting September 16, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before September 26, 2021, the Tenants will start to owe interest. This will be simple interest calculated from September 27, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before September 26, 2021, then starting September 27, 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 September 27, 2021.
8. If, on or before September 26, 2021, the Tenants pay the amount of \$3,043.72** 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 September 27, 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.



Harry Cho
Member, Landlord and Tenant Board

September 15, 2021
Date Issued

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7

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 27, 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: TEL-16917-21

2021 CanLII 129678 (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, 2021 to May 5, 2021	\$254.68
Less the amount the Tenants paid to the Landlord		-\$4,021.17
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 6, 2021 to September 15, 2021	\$5,990.32
Less the rent deposit:		-\$1,369.88
Less the interest owing on the rent deposit:	August 1, 2020 to May 5, 2021	-\$1.06
Amount owing to the Landlord on the order date: (total of previous boxes)		\$852.89
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting September 16, 2021:		\$45.04 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$1,038.89, + \$45.04 per day starting September 16, 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, 2021 to September 30, 2021	\$6,878.89
Less the amount the Tenants paid to the Landlord		-\$4,021.17
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before September 26, 2021	\$3,043.72