



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

**File Number:** TNL-29491-20

**In the matter of:** 1805, 2450 WESTON ROAD  
NORTH YORK ON M9N2A3

**Between:** IMH Pool XX LP Landlord

**and**

Malini Balkisson Tenants  
Toyosi Monilari

IMH Pool XX LP (the 'Landlord') applied for an order to terminate the tenancy and evict Malini Balkisson and Toyosi Monilari (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 21, 2021.

The Landlord's Legal Representative, Matt Anderson, and the first named Tenant attended the hearing. The Tenant declined the opportunity to speak with Duty Counsel prior to the hearing.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from November 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective November 24, 2020.
2. The Tenants are in possession of the rental unit.
3. As of January 1, 2021, the lawful monthly rent is \$1,466.81.
4. The Landlord collected a rent deposit of \$1,446.61 from the Tenants and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenants for the period from January 1, 2021 to January 2, 2021.
6. The Tenants paid \$9,884.99 after the application was filed.
7. As of the hearing date, the parties agree that the Tenants owed the Landlord \$1,225.79 in arrears of rent to June 30, 2021. The rent for July 2021 has since become due.

Therefore, the total owing by the Tenants as of the date of this order is \$2,893.60, which includes arrears of rent to July 31, 2020 (\$2,692.40) and the application filing fee (\$201.00). If the Tenants paid the rent for July 2021 or made other payments to the Landlord after the hearing, those payments should be deducted from the total owing in this order.

8. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would not be unfair to postpone the eviction until July 21, 2021 pursuant to subsection 83(1)(b) of the Act. The parties consented to the termination date below.

**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 July 21, 2021.
2. As of the date of this order, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent and compensation the Landlord is entitled to by \$37.76\*.
3. However, the Landlord is authorized to offset the following amounts from the amount the Landlord owes the Tenants:  
\$48.22 per day for compensation for the use of the unit starting July 6, 2021 to the date the Tenants move out of the unit, and  
\$186.00 for the cost of filing the application.
4. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
5. If the unit is not vacated on or before July 21, 2021, then starting July 22, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 July 22, 2021.
7. If, on or before July 21, 2021, the Tenants pay the amount of \$2,893.60\*\* 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.
8. 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 July 22, 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.

**July 5, 2021**  
**Date Issued**



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Khalid Akram  
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 January 22, 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: TNL-29491-20**

2021 CanLII 111528 (ON LTJ)

**A. Amount the Tenants must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	November 1, 2020 to January 2, 2021	\$2,421.37
Less the amount the Tenants paid to the Landlord		-\$9,884.99
Plus compensation:	January 3, 2021 to July 5, 2021	\$8,872.48
Less the rent deposit:		-\$1,446.61
Less the interest owing on the rent deposit:	January 1, 2021 to January 2, 2021	-\$0.01
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>-\$37.76</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 6, 2021:		\$48.22 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$148.24, + \$48.22 per day starting July 6, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	November 1, 2020 to July 31, 2021	\$12,592.59
Less the amount the Tenants paid to the Landlord		-\$9,884.99
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before July 21, 2021	\$2,893.60