



Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-09093-20

In the matter of: 2110, 22 JOHN STREET
TORONTO ON M9N0B1

Between: 22 John Street Developments Inc.

Landlord

and

Sadiya Noor

Tenant

22 John Street Developments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sadiya Noor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by video conference on June 23, 2021. The Landlord's Legal Representative, Bryan Rubin, and the Tenant attended the hearing.

Determinations:

1. The Tenant has not paid the total rent the Tenant was 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 21, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,795.00.
4. The Tenant has made no payments since the application was filed.
5. The Landlord collected a rent deposit of \$1,795.00 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from June 9, 2020 to November 21, 2020.

Relief from Eviction

7. 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 be unfair to grant relief from eviction pursuant to subsection

83(1) of the Act. I consider the additional time from the hearing date to the writing of this order to have essentially given the Tenant time to access alternate avenues to clear the arrears in full.

8. The Landlord's Legal Representative submitted that despite the attempts by the Landlord to reach out to the Tenant with respect to repaying the arrears, the Tenant did not pay any money since the application was filed and the arrears were now sitting at \$14,546.00. Therefore, there has been no good faith shown by the Tenant, as such the Landlord is seeking a standard 11-day voidable order.
9. The Tenant did not dispute the arrears. He testified that in September 2020 he was put on a reduced work week due to COVID-19 then in January 2021 he was laid off, but he just started back to work June 6, 2021. The Tenant also testified that he cannot have the arrears in 11 days, but he has spoken to two eviction prevention programs and he can have \$7,000.00 by July 13, 2021. The Tenant further testified that he could have 3 months rent, \$5385.00, by the end of June 2021. He requested that the balance of \$2,161.00 be paid with his rent over a 12-month period.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 17, 2021.
2. The Tenant shall pay to the Landlord \$14,650.91*, which represents the amount of rent owing and compensation up to August 6, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$59.01 per day for compensation for the use of the unit starting August 7, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before August 17, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 18, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 17, 2021, then starting August 18, 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 August 18, 2021.
8. If, on or before August 17, 2021, the Tenant pays the amount of \$18,136.00** 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 Tenant 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 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 August 18, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlord.



August 6, 2021
Date Issued

Diane Wade
Member, Landlord and Tenant Board

Toronto South Regional Office
15 Grosvenor Street, Ground Floor
Toronto, ON, M7A2G6

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 February 18, 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 115421 (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)	November 1, 2020 to November 21, 2020	\$1,239.29
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 22, 2020 to August 6, 2021	\$15,224.58
Less the rent deposit:		-\$1,795.00
Less the interest owing on the rent deposit:	June 9, 2020 to November 21, 2020	-\$17.96
Amount owing to the Landlord on the order date: (total of previous boxes)		\$14,650.91
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 7, 2021:		\$59.01 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$14,836.91, + \$59.01 per day starting August 7, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	November 1, 2020 to August 31, 2021	\$17,950.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before August 17, 2021	\$18,136.00