

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

**File Number:** TEL-03081-19

**In the matter of:** 1 (UPPER LEVEL), 95 HARDING BOULEVARD  
SCARBOROUGH ON M1N3E1

**Between:** Vinay Puri Landlord

**and**

Gary Bachelor Tenants  
Mandy Chapple

Vinay Puri (the 'Landlord') applied for an order to terminate the tenancy and evict Mandy Chapple and Gary Bachelor (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard in Toronto on September 11, 2019.

The Landlord and the second-named Tenant attended the hearing.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from June 1, 2019 to September 30, 2019. Because of the arrears, the Landlord served a Notice of Termination effective July 17, 2019.
2. The Tenants agree with the amount outstanding as claimed by the Landlord in the update sheet submitted at the hearing. As of the hearing, the Tenants are currently in arrears of rent in the amount of \$5,122.50.
3. The Tenants request a repayment plan stating they were having financial difficulty due to a wage garnishment that began at the end of April, 2019. They have two children, ages 15 and 17 years old. The second-named Tenant's brother in law lives in the basement of the house and she helps by taking his child to day care. Their monthly income combined is approximately \$5,200.00 according to the Tenant.
4. The second-named Tenant had expected to come to an agreement with the Landlord for a repayment plan based on a previous agreement between the parties.
5. The Landlord opposes any repayment plan stating that they did have a previous repayment plan arranged, but the Tenants have already breached the terms. The

agreement was submitted into evidence. The emails regarding this agreement were also submitted. More specifically, the email dated September 7, 2019 from the Landlord to the Tenants speaks to the missed payment of \$1,400.00. The email thread shows the Landlord reaching out with no response from the Tenants. Based on this interaction the Landlord is asking for an order with standard terms.

6. Given the Tenants failing to adhere to an agreement the parties had come to and then remaining silent as the Landlord attempts to reach out, I am not satisfied that another repayment plan would be successful.
7. When canvassing the parties about whether or not to delay the termination the Tenant requested a delay to October 31, 2019 to pay all arrears or to move. Since this date has come and gone, I see not reason for further delay.
8. As a result, an order with standard terms for eleven days to pay shall issue.
9. The Landlord collected a rent deposit of \$2,175.00 from the Tenants and this deposit is still being held by the Landlord.
10. Interest on the rent deposit is owing to the Tenants for the period from April 15, 2019 to July 17, 2019.
11. The Tenants paid \$1,502.50 after the application was filed.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**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 November 29, 2019.
2. The Tenants shall pay to the Landlord \$6,495.27\*, which represents the amount of rent owing and compensation up to November 18, 2019, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$71.51 per day for compensation for the use of the unit starting November 19, 2019 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$175.00 for the cost of filing the application.

5. If the Tenants do not pay the Landlord the full amount owing\* on or before November 29, 2019, the Tenants will start to owe interest. This will be simple interest calculated from November 30, 2019 at 3.00% annually on the balance outstanding.
6. If the unit is not vacated on or before November 29, 2019, then starting November 30, 2019, 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 November 30, 2019.
8. If, on or before November 29, 2019, the Tenants pay the amount of \$9,647.50\*\* 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 November 30, 2019 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.

**November 18, 2019**  
**Date Issued**



Shelby Whittick  
Member, Landlord and Tenant Board

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 May 30, 2020 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-03081-19

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	June 1, 2019 to July 17, 2019	\$1,315.62
Less the amount the Tenants paid to the Landlord		-\$1,502.50
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 18, 2019 to November 18, 2019	\$8,867.24
Less the rent deposit:		-\$2,175.00
Less the interest owing on the rent deposit:	April 15, 2019 to July 17, 2019	-\$10.09
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$6,495.27</b>
Additional costs the Tenants must pay to the Landlord:		\$175.00
Plus daily compensation owing for each day of occupation starting November 19, 2019:		\$71.51 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$6,670.27, + \$71.51 per day starting November 19, 2019</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:	June 1, 2019 to November 30, 2019	\$10,975.00
Less the amount the Tenants paid to the Landlord		-\$1,502.50
Additional costs the Tenants must pay to the Landlord:		\$175.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before November 29, 2019	<b>\$9,647.50</b>