



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-96590-20

In the matter of: 3098 HAWKTAIL CRESCENT
MISSISSAUGA ON L5M6W8

Between: K Mathew Aji Landlord

and

Amal Rirash Tenant

K Mathew Aji (the 'Landlord') applied for an order to terminate the tenancy and evict Amal Rirash (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by video on May 10, 2021 at 9:46AM.

Only the Landlord, and the Landlord's Legal Representative, Richard Bowers, attended the hearing. After waiting for late arrivals, I proceeded to hear this matter on an uncontested basis.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from July 15, 2020 to May 14, 2021. Because of the arrears, the Landlord served a Notice of Termination effective October 18, 2020.
2. The Landlord collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenant for the period from June 13, 2017 to October 18, 2020.
4. The Tenant paid \$17,950.00 after the application was filed.
5. The Tenant is still in possession of the rental unit.
6. I asked both the Landlord and the Landlord's Legal Representative if there were any circumstances related to the Tenant's personal circumstances I should be aware of in light of section 83 of the *Residential Tenancies Act, 2006* (the 'Act'). I asked the parties if the Tenant had any minor children, which I was told no. I was also told that the parties were unsure if the Tenant was currently working or had any health issues.

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 June 18, 2021.
2. The Tenant shall pay to the Landlord \$5,138.78*, which represents the amount of rent owing and compensation up to June 7, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$82.19 per day for compensation for the use of the unit starting June 8, 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 June 18, 2021, the Tenant will start to owe interest. This will be simple interest calculated from June 19, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 18, 2021, then starting June 19, 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 June 19, 2021.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
 - i) \$8,486.00 if the payment is made on or before June 14, 2021, or
 - ii) \$10,986.00 if the payment is made on or before June 18, 2021**.

If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then 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 June 19, 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.

10. **This order terminates the tenancy and permits the Landlord to file the order with Court Enforcement Office (Sheriff) to evict the Tenant. However, as of the date this matter was heard, the Sheriff cannot enforce this order as a result of Ontario Regulation 266/21 made under the *Emergency Management and Civil Protection Act* on April 8, 2021. The Tenant cannot be evicted from the rental unit while this regulation is in force. Eviction by the Sheriff may occur after the regulation is removed by the Ontario Government.**

June 7, 2021
Date Issued



Stephanie Kepman
Member, Landlord and Tenant Board

Central-RO
3 Robert Speck Pkwy, 5th Floor
Mississauga ON L4Z2G5

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 December 19, 2021 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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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)	July 15, 2020 to October 18, 2020	\$6,578.77
Less the amount the Tenant paid to the Landlord		-\$17,950.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 19, 2020 to June 7, 2021	\$19,068.08
Less the rent deposit:		-\$2,400.00
Less the interest owing on the rent deposit:	June 13, 2017 to October 18, 2020	-\$158.07
Amount owing to the Landlord on the order date: (total of previous boxes)		\$5,138.78
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 8, 2021:		\$82.19 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$5,324.78, + \$82.19 per day starting June 8, 2021

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

1. If the payment is made on or before June 14, 2021:

Reasons for amount owing	Period	Amount
Arrears:	July 15, 2020 to June 14, 2021	\$26,250.00
Less the amount the Tenant paid to the Landlord:		-\$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 June 14, 2021	\$8,486.00
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2. If the payment is made after June 14, 2021 but on or before June 18, 2021:

Reasons for amount owing	Period	Amount
Arrears:	July 15, 2020 to July 14, 2021	\$28,750.00
Less the amount the Tenant paid to the Landlord:		-\$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 June 18, 2021	\$10,986.00