



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

**File Number:** HOL-08808-20

**In the matter of:** 20 ELMERS LANE  
KING CITY ON L7B0P5

**Between:** Rodney Desouza Landlords  
Gwendolyn Desouza

**and**

Leopoldo Gallo Tenant  
AKA Leo Gallo

2021 CanLII 94700 (ON LTB)

Rodney Desouza (RD) and Gwendolyn Desouza (the 'Landlords') applied for an order to terminate the tenancy and evict Leopoldo Gallo AKA Leo Gallo (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by tele/videoconference on June 7, 2021.

Only RD and the Landlords' legal representative, Masoud Tchavoshi, attended the hearing. As of 9:44 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

**Determinations:**

1. I am satisfied that the Tenant was aware of these proceedings as RD said that he discussed the proceedings with the Tenant and the Tenant was copied on the evidence for the hearing.
2. I am satisfied, based on the uncontradicted testimony of RD, that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord by failing to pay the water bill, as required by the rental agreement, which has resulted in \$4,370.57 being transferred to the property tax bill, which has been paid by the Landlords.
3. The Landlords collected a rent deposit of \$5,800.00 from the Tenant and this deposit is still being held by the Landlords.

4. Interest on the rent deposit is owing to the Tenant for the period from October 1, 2019 to November 15, 2020
5. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the COVID-19 pandemic, 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. The tenancy between the Landlords and the Tenant is terminated, as of November 15, 2020. The Tenant must move out of the rental unit on or before June 29, 2021.
2. The Tenant shall pay to the Landlords \$35,000.00 (limited by Board's jurisdiction), which represents compensation for the use of the unit from November 16, 2020 to June 18, 2021, less the rent deposit and interest the Landlords owe on the rent deposit. Any amount the Tenant paid towards this period shall be credited towards this amount.
3. The Tenant shall also pay to the Landlords \$190.68 per day for compensation for the use of the unit from June 19, 2021 to the date they move out of the unit.
4. If the Tenant do not pay the Landlords the full amount owing on or before June 29, 2021, they will start to owe interest. This will be simple interest calculated from June 30, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before June 29, 2021, then starting June 30, 2021, the Landlords 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 Landlords on or after June 30, 2021.



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Richard Ferriss  
Member, Landlord and Tenant Board

**June 18, 2021**  
**Date Issued**

Head Office  
777 Bay Street, 12th Floor  
Toronto Ontario M5G2E5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.