



Order under Section 69
Residential Tenancies Act, 2006

File Number: TNL-30513-21

In the matter of: 410, 7411 YONGE STREET
THORNHILL ON L3T2B6

Between: IMH Pool X LP Landlord

and

Sheva Gabriel Tenant

IMH Pool X LP (the 'Landlord') applied for an order to terminate the tenancy and evict Sheva Gabriel (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 5, 2021. The Landlord was represented by Bryan Rubin. As of 09:34 a.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing as it appears from the Certificate of Service.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from November 1, 2020 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective November 24, 2020.
2. The lawful monthly rent is \$1,832.72.
3. The Tenant is in possession of the rental unit.
4. The arrears of rent owing for the period ending July 31, 2021 as of the date of hearing were \$6,150.72.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$1,832.72 from the Tenant and this deposit is still being held by the Landlord.

7. Interest on the rent deposit is not owing to the Tenant for the period from January 1, 2021 to November 24, 2020.
8. The Tenant paid \$6,784.31 after the application was filed.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether or not the Landlord attempted to negotiate a repayment plan with the tenant, 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 November 12, 2021.
2. The Tenant shall pay to the Landlord \$13,399.07 (less any payments made to the Landlord after July 5, 2021)*, which represents the amount of rent owing and compensation up to November 1, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$60.25 per day for compensation for the use of the unit starting November 2, 2021 to the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing* on or before November 12, 2021, the Tenant will start to owe interest. This will be simple interest calculated from November 13, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before November 12, 2021, then starting November 13, 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 November 13, 2021.
7. If, on or before November 12, 2021, the Tenant pays the amount of \$13,295.60 (less any payments made to the Landlord after July 5, 2021)** 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.
8. 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 November 13, 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.

November 1, 2021
Date Issued



Dawn King
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 May 13, 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-30513-21

2021 CanLII 144596 (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 24, 2020	\$1,406.51
Less the amount the Tenant paid to the Landlord		-\$6,784.31
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 25, 2020 to November 1, 2021	\$20,605.50
Less the rent deposit:		-\$1,832.72
Less the interest owing on the rent deposit:	January 1, 2021 to November 24, 2020	\$4.09
Amount owing to the Landlord on the order date: (total of previous boxes)		\$13,399.07
Plus daily compensation owing for each day of occupation starting November 2, 2021:		\$60.25 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$13,399.07 (less any payments made to the Landlord after July 5, 2021), + \$60.25 per day starting November 2, 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 November 30, 2021	\$20,079.91
Less the amount the Tenant paid to the Landlord		-\$6,784.31
Total the Tenant must pay to continue the tenancy:	On or before November 12, 2021	\$13,295.60 (less any payments made to the Landlord after July 5, 2021)