



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** info@ v Jamur, 2023 ONLTB 16853

**Date:** 2023-01-25

**File Number:** LTB-L-031326-22

**In the matter of:** UNIT 2, MAIN FLOOR, 1000 SAINT  
CLARENS AVE  
TORONTO ON M6H3X7

**Between:** Danny Veloso Landlord

**And**

Danielle Jamur and Frederico Jamur Tenant

Danny Veloso (the 'Landlord') applied for an order to terminate the tenancy and evict Danielle Jamur and Frederico Jamur (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2023.

The Landlord, his representative Babak Karimkhani, the Tenant and her support Joleen Charles attended the hearing.

### **Determinations:**

#### Request for Adjournment

1. On the date of the hearing, the Tenant's support indicated she would provide translation assistance for the Tenant. In speaking with the Tenant, it appeared she understood my questions and was able to clearly provide answers.
2. The Tenant said that she was not prepared to proceed as she wanted to connect with her support worker. She said she became aware of the hearing January 11, 2023 and required more time to prepare.
3. After submissions from the parties, I proceeded to a merit hearing as the Tenant received the notice of hearing and in my view, had ample time to make any necessary arrangements for further support. The Tenant did not dispute that she owed significant arrears.
4. At the conclusion of the hearing, I noted a document uploaded same day from West Community Legal Services requesting an adjournment to allow the Tenant time to prepare. This document was not available to me during the hearing and was therefore not considered at the time of the hearing.

5. Although I sympathize with the Tenant's circumstances, it would have been unfair to the Landlord to adjourn the hearing. The Tenant's arrears are very high and she confirmed she cannot afford the rental unit. An adjournment would mean that more arrears would accrue which the Tenant could not pay.

#### L1 Application

6. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to January 31, 2023 are \$22,300.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. The Tenant said she believes she owes rent arrears in the amount of \$18,000.00 and believes the last time she paid rent was April 2022. The Tenant also said that she made some cash payments to the Landlord that were not reflected in the total claimed. However, the Tenant was not able to provide any documentary evidence to support this proposition. She was not successful in providing any bank statements and said she paid cash from cleaning services she provided. The Tenant could not recall the amount or date of payments made.
15. Based on the evidence before the Board and on a balance of probabilities, I find the Tenant did not make any payments for rent as per the L1 application.
16. I conducted a detailed income and expense analysis and reviewed the results with the Tenant. Specifically, I explained to the Tenant the fact that her expenses far exceed her income and that adding an arrears payment appeared to be unattainable.
17. The Landlord is seeking a standard order, delaying the date of termination to February 28, 2022.

#### Relief from Eviction

18. The Tenant said she lives with her 2 minor children, she is not employed and would require 2-3 months to find alternative housing. She said suffers from debilitating panic

attacks. No documentary evidence was submitted to support this proposition. I also note no accommodation request was submitted to the Board.

19. The Tenant said she has been looking for alternative housing for several months and due to credit issues and housing costs, she has not had any success.
20. 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 not be unfair to postpone the eviction until February 28, 2023 pursuant to subsection 83(1)(b) of the Act.
21. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$22,486.00 if the payment is made on or before January 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$24,486.00 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,735.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting January 20, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 5, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 6, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

9. If the unit is not vacated on or before February 28, 2023, then starting March 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 March 1, 2023.

**January 25, 2023**

**Date Issued**

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Dana Wren

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

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 September 1, 2023 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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2023**

Rent Owing To January 31, 2023	\$22,300.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$22,486.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2023**

Rent Owing To February 28, 2023	\$24,300.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$24,486.00</b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$21,549.25
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,000.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$19,735.25</b>
Plus daily compensation owing for each day of occupation starting January 20, 2023	\$65.75 (per day)