

Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-19092-21

In the matter of: BASEMENT, 69 IAN FLEMING CRESCENT
WHITBY ON L1R2X6

Between: Suchismita Chakroborty Landlords
Santanu Chakroborty

and

Jerry Shaban Tenants
Stephen Hayes

Suchismita Chakroborty and Santanu Chakroborty (the 'Landlords') applied for an order to terminate the tenancy and evict Stephen Hayes and Jerry Shaban (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 8, 2021. Only the Landlord's Legal Representative, Christopher Williams attended the hearing. As of 10:32 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from March 1, 2021 to December 31, 2021. Because of the arrears, the Landlords served a Notice of Termination effective August 28, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,200.00.
4. The Tenants have made no payments since the application was filed.
5. The Landlords collected a rent deposit of \$1,200.00 from the Tenants and this deposit is still being held by the Landlords.
6. Interest on the rent deposit is owing to the Tenants for the period from August 1, 2020 to August 28, 2021.
7. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), including the impact of COVID-19

on the parties and whether the Landlord attempted to negotiate a repayment agreement 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 Tenants void the order as set out below, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 16, 2022.
2. The Tenants shall pay to the Landlords \$8,431.87*, which represents the amount of rent owing and compensation up to January 5, 2022, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenants shall also pay to the Landlords \$39.45 per day for compensation for the use of the unit starting January 6, 2022 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlords the full amount owing* on or before January 16, 2022, the Tenants will start to owe interest. This will be simple interest calculated from January 17, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 16, 2022, then starting January 17, 2022, the Landlords 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 Landlords, on or after January 17, 2022.
8. If, on or before January 16, 2022, the Tenants pay the amount of \$10,786.00** to the Landlords 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 Landlords 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 January 17, 2022 but before the Sheriff gives vacant possession to the Landlords. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlords.

January 5, 2022
Date Issued

Toronto East-RO
2275 Midland Avenue, Unit 2



Greg Brocanier
Member, Landlord and Tenant Board

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 July 17, 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**

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	March 1, 2021 to August 28, 2021	\$4,504.66
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 29, 2021 to January 5, 2022	\$5,128.50
Less the rent deposit:		-\$1,200.00
Less the interest owing on the rent deposit:	August 1, 2020 to August 28, 2021	-\$1.29
Amount owing to the Landlords on the order date:(total of previous boxes)		\$8,431.87
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting January 6, 2022:		\$39.45 (per day)
Total the Tenants must pay the Landlords if the tenancy is terminated:		\$8,617.87, + \$39.45 per day starting January 6, 2022

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

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2021 to January 31, 2022	\$10,600.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
Total the Tenants must pay to continue the tenancy:		\$10,786.00

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