



Order under Section 69
Residential Tenancies Act, 2006


File Number: TNL-29757-20

In the matter of: 308, 15 NORTH PARK ROAD
THORNHILL ON L4J0A1

Between: Seviatoslav Kogan
Irina Kogan

and

Emma Sasson
Moshe Levy

**I hereby certify this is a
true copy of an Order dated**
August 3, 2021 
Landlord and Tenant Board

Landlords

Tenants

Seviatoslav Kogan and Irina Kogan (the 'Landlords') applied for an order to terminate the tenancy and evict Moshe Levy and Emma Sasson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 28, 2021.

The Landlord Irina Kogan and the Landlord's legal representative David Ciobotaru attended the hearing.

The Tenants were not present or represented by 2:17 p.m. or at any other time during the hearing block although the Tenants were properly served with notice of the hearing by the Board.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from April 1, 2020 to June 30, 2021. Because of the arrears, the Landlords served a Notice of Termination effective December 19, 2020.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$2,000.00, but the Landlord agreed to waive entitlement to \$100.00 per month of rent as part of the Landlord's attempts to negotiate repayment of the arrears with the Tenants.
4. The Tenants have made no payments since the application was filed.
5. The Landlord is not holding a rent deposit.

6. 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 Landlords attempted to negotiate a repayment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
7. In particular, I accepted the Landlords' uncontested evidence that attempts were made to negotiate repayment of the arrears with the Tenants. The Tenants initially refused the Landlords' offer of a repayment plan but then agreed. However, the Tenants did not abide by the terms and stopped communicating with the Landlords. As above, the Landlords also agreed to waive entitlement to \$100.00 per month of the lawful rent. The Landlords satisfied the obligation under subsection 83(6) of the Act.
8. The Tenants were not present to provide evidence on the Tenants' circumstances and the Landlords were not aware of any circumstances that would favour refusal of or postponement of eviction. In the absence of such evidence, and where the arrears have escalated dramatically since the Landlord filed the application, my finding is that the rental unit has become unaffordable to the Tenants and that it would be unfair to grant relief from eviction in the circumstances.

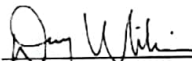
It is ordered that:

1. Unless the Tenant voids 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 August 14, 2021.
2. The Tenants shall pay to the Landlords \$19,467.54*, which represents the amount of rent owing and compensation up to August 3, 2021.
3. The Tenants shall also pay to the Landlords \$62.47 per day for compensation for the use of the unit starting August 4, 2021 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 August 14, 2021, the Tenants will start to owe interest. This will be simple interest calculated from August 15, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 14, 2021, then starting August 15, 2021, 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 August 15, 2021.
8. If, on or before August 14, 2021, the Tenants pay the amount of \$21,386.00** 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 August 15, 2021 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.

August 3, 2021
Date Issued



Douglas Wilkins
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 February 15, 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-29757-20

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)	April 1, 2020 to December 19, 2020	\$5,286.85
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 20, 2020 to August 3, 2021	\$14,180.69
Amount owing to the Landlords on the order date:(total of previous boxes)		\$19,467.54
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting August 4, 2021:		\$62.47 (per day)
Total the Tenants must pay the Landlords if the tenancy is terminated:		\$19,653.54, + \$62.47 per day starting August 4, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2020 to August 31, 2021	\$21,200.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before August 14, 2021	\$21,386.00