



Order under Section 69
Residential Tenancies Act, 2006

File Number: TNL-35025-21

In the matter of: 30 VIEW NORTH COURT
WOODBIDGE ON L4L8S4

Between: Weiting Bollu (Xu)

and

John Spezzano
Lucia (Lucy) Spezzano

**I hereby certify this is a
true copy of an Order dated**

January 31, 2022

LC

Landlord and Tenant Board

Landlord

Tenants

Weiting Bollu (Xu) (the 'Landlord') applied for an order to terminate the tenancy and evict John Spezzano and Lucia (Lucy) Spezzano (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 24, 2022. The Landlord, the Landlord's Legal Representative, Jordan Nieuwhof, and the Tenant, Lucia (Lucy) Spezzano, attended the hearing.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from April 1, 2021 to January 31, 2022. Because of the arrears, the Landlord served a Notice of Termination effective September 24, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$3,054.00.
4. The Landlord is not holding a last month's rent deposit.
5. The Tenants have made no payments since the application was filed.
6. The Tenants disputed the amount of the arrears claiming that the Landlord had agreed to a rent reduction. The Tenants did not have any documentary evidence to support their claim. The Landlord denied agreeing to a rent reduction. I find, based on the evidence before me, that the Tenants have failed to prove on a balance of probabilities that the

Landlord agreed to a rent reduction. As a result, I find the arrears claimed by the Landlord to be accurate.

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 Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In this regard, I considered the Tenant's submissions with respect to the age and number of the people living in the rental unit and their health conditions. However, I did not find it appropriate to delay termination of the tenancy given the amount of the arrears and the payment history.

It is ordered that:

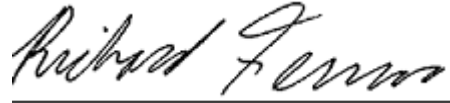
1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 11, 2022.
2. The Tenants shall pay to the Landlord \$26,794.62*, which represents the amount of rent owing and compensation up to January 31, 2022.
3. The Tenants shall also pay to the Landlord \$100.41 per day for compensation for the use of the unit starting February 1, 2022 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before February 11, 2022, the Tenants will start to owe interest. This will be simple interest calculated from February 12, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 11, 2022, then starting February 12, 2022, the Landlord 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 Landlord, on or after February 12, 2022.
8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
 - i) \$26,888.00 if the payment is made on or before January 31, 2022, or
 - ii) \$29,942.00 if the payment is made on or before February 11, 2022**.If the Tenants do not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord 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

February 12, 2022 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

January 31, 2022

Date Issued

Toronto North-RO
47 Sheppard Avenue East, Suite 700, 7th Floor
Toronto ON M2N5X5



Richard Ferriss

Member, Landlord and Tenant Board

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 August 12, 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-35025-21

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, 2021 to September 24, 2021	\$13,841.73
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	September 25, 2021 to January 31, 2022	\$12,952.89
Amount owing to the Landlord on the order date: (total of previous boxes)		\$26,794.62
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting February 1, 2022:		\$100.41 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$26,980.62, + \$100.41 per day starting February 1, 2022

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

1. If the payment is made on or before January 31, 2022:

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2021 to January 31, 2022	\$26,702.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:		\$26,888.00

2. If the payment is made after January 31, 2022 but on or before February 11, 2022:

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2021 to February 28, 2022	\$29,756.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:		\$29,942.00