



Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-14922-21

In the matter of: 2F, 622 PHARMACY AVENUE
SCARBOROUGH ON M1L3H2

Between: Jahar Paul Landlord

and

Anthony Ortiz Tenant

Jahar Paul (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Ortiz (the 'Tenant') because the Landlord requires possession of the rental unit for the purpose of residential occupation. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by video conference on July 20, 2021, beginning at 9:00 a.m.

Only the Landlord attended the hearing. As of 1:20 p.m., the Tenant was not present or represented at this hearing, although properly served with a Notice of Hearing by the Board.

Determinations:

1. The Landlord has filed the L2 application because he in good faith requires possession of the rental unit for the purpose of residential occupation.
2. On December 1, 2020 the Landlord served an N12 Notice with a termination date of January 31, 2021.
3. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord.
4. Interest on the rent deposit is owing to the Tenant for the period from March 13, 2017 to January 31, 2021.
5. On May 4, 2021 the proposed occupant T.P., who is the child of the Landlord, provided a declaration stating that T.P. intended to take possession of the rental unit for a period of at least one year. I find that the intent expressed by T.P. is genuine and made in good faith.

6. In the application the Landlord proposed to pay the Tenant compensation equal to one month's rent of \$950.00. The compensation was paid to the Tenant on or before the termination date of January 31, 2021, by waiving the rent for the month of December 2020. The Tenant was in arrears of rent for the period ending on December 31, 2020. The Landlord confirmed with the Tenant, in writing, that the requisite compensation would be paid by this method.
7. The Landlord's application is unopposed.
8. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of December 4, 2021. The Tenant must move out of the rental unit on or before December 4, 2021.
2. The Tenant shall pay to the Landlord \$8,291.01, which represents compensation for the use of the unit from February 1, 2021 to November 23, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$31.23 per day for compensation for the use of the unit from November 24, 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 December 4, 2021, the Tenant will start to owe interest. This will be simple interest calculated from December 5, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before December 4, 2021, then starting December 5, 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 December 5, 2021.

November 23, 2021
Date Issued

Elle Venhola
Elle Venhola
Member, Landlord and Tenant Board

Toronto East-RO
2275 Midland Avenue, Unit 2
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 June 5, 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.