



Order under Section 69
Residential Tenancies Act, 2006

File Number: TNL-29713-20

In the matter of: APT. 3, 24 GARTHDALE COURT
NORTH YORK ON M3H5P8

Between: Angela Galle Landlord

and

Gary Kurzrock Tenant

Angela Galle (the 'Landlord') applied for an order to terminate the tenancy and evict Gary Kurzrock (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's legal representative Sabah Fatima attended the hearing.

The Tenant was not present or represented by 3:20 p.m. although properly served with notice of the hearing by the Board.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from February 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 15, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,050.00.
4. The Landlord is not holding a last month's rent deposit.
5. The Tenant has made no payments since the application was filed.
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 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.

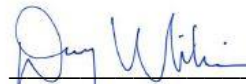
2021 CanLII 121475 (ON LTB)

7. In this case, I accepted the Landlord's uncontested evidence that the Landlord attempted to negotiate repayment of the arrears but that the Tenant has not responded to the Landlord's letters and text messages. The Landlord complied with the obligation under subsection 83(6) of the Act. Further, the Landlord was not aware of any circumstances of the Tenant that would favour relief from or postponement of eviction and the Tenant was not present to provide evidence on this issue. In the absence of such evidence and where the arrears have continued to escalate unabated my finding is that the rental unit has become unaffordable to the Tenant and that it would be unfair to grant relief from eviction in this case.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 14, 2021.
2. The Tenant shall pay to the Landlord \$18,991.93*, which represents the amount of rent owing and compensation up to August 3, 2021.
3. The Tenant shall also pay to the Landlord \$34.52 per day for compensation for the use of the unit starting August 4, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before August 14, 2021, the Tenant 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 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 August 15, 2021.
8. If, on or before August 14, 2021, the Tenant pays the amount of \$20,136.00** to the Landlord or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated and the Tenant could remain in the unit. If this payment is not made in full and on time, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. The Tenant 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 Landlord. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

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-29713-20

2021 CanLII 121475 (ON LTB)

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	February 1, 2020 to December 15, 2020	\$11,017.81
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 16, 2020 to August 3, 2021	\$7,974.12
Amount owing to the Landlord on the order date: (total of previous boxes)		\$18,991.93
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 4, 2021:		\$34.52 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$19,177.93, + \$34.52 per day starting August 4, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to August 31, 2021	\$19,950.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before August 14, 2021	\$20,136.00