



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-17546-20

In the matter of: 1, 616 BATHURST STREET
TORONTO ON M5S2R1

Between: Elia Mazzawi Landlord

and

Alex Verman Tenants
Rebecca Kiss

Elia Mazzawi (the 'Landlord') applied for an order to terminate the tenancy and evict Alex Verman and Rebecca Kiss (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 25, 2021. The Landlord and the Landlord's Legal Representative, G. Paine, attended the hearing. The Tenants' Legal Representative, L. Presner, and the first named Tenant 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, 2020 to May 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective September 2, 2020.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,872.30.
4. On March 29, 2020, the Tenants sent the Landlord an email outlining their difficulties at the start of the COVID-19 pandemic and offered to pay \$1,500.00 "for the month of April" (Tenant Exhibit 1). The Landlord responded by email informing the Tenant of federal government assistance programs and requesting the Tenants "pay as much as possible[.]" The Landlord began accepting \$1,500.00 for the rent as of April 2021.
5. The Tenants argue that there was an agreement between the parties to reduce the lawful monthly rent to \$1,500.00 during the pandemic. The Landlord's acceptance of the Tenants' \$1,500.00 payments constitutes his acceptance of the Tenants' offer.
6. Given all the evidence before me, I find on a balance of probabilities that there was no agreement between the parties. An essential element of a contract is that there must be a

“meeting of the minds” between parties as to the terms of the agreement. In this case, there was none. The Landlord testified that he did not agree to reduce the rent. His response to the Tenants’ offer was to pay what they can. His intention was to give some leeway and for the Tenant to pay the rest later. He only came to realize the Tenants’ position when the arrears began accruing and he sent an email to the Tenants, in August 2020, informing them of their mounting arrears. I also do not find that the Landlord’s acceptance of the reduced rent constitutes acceptance of the Tenants’ offer. A reasonable Landlord would have done the same in the circumstances.


7. The Landlord collected a rent deposit of \$1,872.30 from the Tenants and this deposit is still being held by the Landlord.
8. Interest on the rent deposit is owing to the Tenants for the period from April 20, 2017 to September 2, 2020.
9. The Tenants paid \$13,500.00 after the application was filed.
10. The Tenants owed the Landlord \$5,252.50 in arrears of rent to May 31, 2021. The rent for June 2021 has since become due. Therefore, the total owing by the Tenants as of the date of this order is \$7,310.80, which includes arrears of rent to June 30, 2021 and the cost of filing the application. If the Tenants made any payments to the Landlord after the hearing date, those payments must be deducted from the total owing in this order.
11. 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 not be unfair to postpone the eviction until July 31, 2021 pursuant to subsection 83(1)(b) of the Act. The Tenants have been making payments to Landlord. An extension would allow the Tenants time to pay the amount required to void this order or make alternate arrangements.

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 July 31, 2021.
2. The Tenants shall pay to the Landlord \$4,504.09*, which represents the amount of rent owing and compensation up to June 23, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$61.56 per day for compensation for the use of the unit starting June 24, 2021 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 July 31, 2021, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 31, 2021, then starting August 1, 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 1, 2021.
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) \$7,310.80 if the payment is made on or before June 30, 2021, or
 - ii) \$9,183.10 if the payment is made on or before July 31, 2021**.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 August 1, 2021 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.

June 23, 2021
Date Issued



Khalid Akram
Member, Landlord and Tenant Board

Toronto South-RO
15 Grosvenor Street, 1st Floor
Toronto ON M7A 2G6

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 1, 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)	April 1, 2020 to September 2, 2020	\$1,901.80
Less the amount the Tenants paid to the Landlord		-\$13,500.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	September 3, 2020 to June 23, 2021	\$18,098.64
Less the rent deposit:		-\$1,872.30
Less the interest owing on the rent deposit:	April 20, 2017 to September 2, 2020	-\$124.05
Amount owing to the Landlord on the order date: (total of previous boxes)		\$4,504.09
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 24, 2021:		\$61.56 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$4,690.09, + \$61.56 per day starting June 24, 2021

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

1. If the payment is made on or before June 30, 2021:

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2020 to June 30, 2021	\$20,624.80
Less the amount the Tenants paid to the Landlord:		-\$13,500.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before June 30, 2021	\$7,310.80

2. If the payment is made after June 30, 2021 but on or before July 31, 2021:

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2020 to July 31, 2021	\$22,497.10
Less the amount the Tenants paid to the Landlord:		-\$13,500.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before July 31, 2021	\$9,183.10