

Order under Section 69
Residential Tenancies Act, 2006

File Number: TNL-29202-20

In the matter of: 203, 26 BENSON AVENUE
RICHMOND HILL ON L4C4E6

Between: Lalu 26 Benson Holdings Inc. Landlord

and

Amir Sajadi Tenant

Lalu 26 Benson Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amir Sajadi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by video conference on June 14, 2021 at 9:00 a.m. The Landlord's Agent, Stephanie Tsang, attended the hearing. As of 10:26 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from June 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective September 23, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$700.00.
4. The Landlord collected a rent deposit of \$700.00 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from August 13, 2018 to September 23, 2020.
6. The Tenant paid \$8,500.00 after the application was filed.
7. The arrears and costs owing to June 30, 2021 total \$286.00.
8. 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.

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 July 2, 2021.
2. As of the date of this order, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent and compensation the Landlord is entitled to by \$864.78*.
3. However, the Landlord is authorized to offset the following amounts from the amount the Landlord owes the Tenant:
 - a) \$23.01 per day for compensation for the use of the unit starting June 22, 2021 to the date the Tenant moves out of the unit, and
 - b) \$186.00 for the cost of filing the application.
4. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
5. If the unit is not vacated on or before July 2, 2021, then starting July 3, 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 July 3, 2021.
7. **If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:**
 - i) **\$286.00 if the payment is made on or before June 30, 2021, or**
 - ii) **\$986.00 if the payment is made on or before July 2, 2021**.****If the Tenant does 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.**
8. 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 July 3, 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.



June 21, 2021
Date Issued

Sonia Anwar-Ali
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 January 3, 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 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)	June 1, 2020 to September 23, 2020	\$2,129.32
Less the amount the Tenant paid to the Landlord		-\$8,500.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	September 24, 2020 to June 21, 2021	\$6,235.71
Less the rent deposit:		-\$700.00
Less the interest owing on the rent deposit:	August 13, 2018 to September 23, 2020	-\$29.81
Amount owing to the Landlord on the order date: (total of previous boxes)		-\$864.78
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 22, 2021:		\$23.01 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		-\$678.78, + \$23.01 per day starting June 22, 2021

B. Amount the Tenant 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:	June 1, 2020 to June 30, 2021	\$8,600.00
Less the amount the Tenant paid to the Landlord:		-\$8,500.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before June 30, 2021	\$286.00

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

Reasons for amount owing	Period	Amount
Arrears:	June 1, 2020 to July 31, 2021	\$9,300.00
Less the amount the Tenant paid to the Landlord:		-\$8,500.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before July 2, 2021	\$986.00