



Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-15697-21

In the matter of: 918, 80 MORNELLE COURT
TORONTO ON M1E4P8

Between: Q Res IV Operating GP Inc. Landlord

and

Aiyampillay Sivaneswaren Tenants
Kirupakini Sivaneswaren

Q Res IV Operating GP Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Aiyampillay Sivaneswaren and Kirupakini Sivaneswaren (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 21, 2021. Only the Landlord's Legal Representative, B. Rubin, attended the hearing. As of 10:10 a.m., the Tenants were not present or represented at the hearing, although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from January 1, 2021 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective February 24, 2021.
2. The Tenants are in possession of the rental unit.
3. The monthly rent is \$2,050.00
4. The Landlord collected a rent deposit of \$2,045.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenants for the period from July 1, 2020 to February 24, 2021.
5. As of the date of the hearing, the Tenants had paid a total of \$9,600.00 to the Landlord after the application was filed. The final payment prior to the date of the hearing was made on July 12, 2021, in the amount of \$3,000.00.
6. The Landlord sent written correspondence to the Tenants on July 12, 2021, in an effort to resolve this application through an agreement. The Tenants did not respond to this

correspondence and no agreement was reached between the parties, but the Tenants did make a significant payment to the Landlord on the same day.

7. I have considered all of the disclosed circumstances in accordance with section 83 of the *Residential Tenancies Act, 2006* ('the Act'), including the impact of the COVID-19 pandemic on the parties and that the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would not be unfair to postpone the eviction until September 30, 2021, pursuant to subsection 83(1)(b) of the Act. While the arrears remain significant, there is evidence which indicates that the Tenants have been making efforts to pay the arrears. As such, it would be reasonable to grant the Tenants some additional time to pay all outstanding arrears and preserve the tenancy.
8. Due to delays in the issuing of this order, the enforcement date of this order has been postponed to September 30, 2021. Any additional payments made by the Tenants towards the arrears of rent since the date of the hearing shall be deducted from the total outstanding amount.

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 September 30, 2021.
2. The Tenants shall pay to the Landlord \$1,673.72*, which represents the amount of rent owing and compensation up to September 1, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. Any additional payments made by the Tenants to the Landlord since the date of the hearing shall be deducted from the overall outstanding amount.
4. The Tenants shall also pay to the Landlord \$67.23 per day for compensation for the use of the unit starting September 2, 2021 to the date the Tenants move out of the unit.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing* on or before September 12, 2021, the Tenants will start to owe interest. This will be simple interest calculated from September 13, 2021 at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before September 30, 2021, then starting October 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 October 1, 2021.

9. If, on or before September 30, 2021, the Tenants pay the amount of \$5,046.00** 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 Tenants 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.
10. 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 October 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.

September 1, 2021
Date Issued



Arnab Quadry
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 April 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)	January 1, 2021 to February 24, 2021	\$613.59
Less the amount the Tenants paid to the Landlord		-\$9,600.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	February 25, 2021 to September 1, 2021	\$12,706.47
Less the rent deposit:		-\$2,045.00
Less the interest owing on the rent deposit:	July 1, 2020 to February 24, 2021	-\$1.34
Amount owing to the Landlord on the order date: (total of previous boxes)		\$1,673.72
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting September 2, 2021:		\$67.23 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$1,859.72, + \$67.23 per day starting September 2, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	January 1, 2021 to September 30, 2021	\$14,460.00
Less the amount the Tenants paid to the Landlord		-\$9,600.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before September 30, 2021	\$5,046.00