



Order under Section 21.2 of the  
**Statutory Powers Procedure Act**  
and the **Residential Tenancies Act, 2006**

**File Number:** TEL-14525-21-RV

**In the matter of:** 131 GRANDVIEW STREET SOUTH  
OSHAWA ON L1H7C6

**Between:** Kiritstephan Parmar Landlords  
Said Ali Hossaini  
Lema Hazraty

**and**

Gary Baronian Tenants  
Darian Burdette

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**Review Order**

Kiritstephan Parmar applied for an order to terminate the tenancy and evict Gary Baronian and Eli Allard (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. Said Ali Hossaini and Lema Hazraty purchased the rental unit from Kiritstephan Parmar and are added as parties to this application. Kiritstephan Parmar, Said Ali Hossaini and Lema Hazraty are collectively referred to as the 'Landlord' in this order.

This application was resolved by order TEL-14525-21 issued on August 25, 2021.

On September 27, 2021, the Landlord requested a review of the order.

The request was heard by videoconference on December 17, 2021.

Only the Landlord and the Landlord's legal representative, Tim Kelly, attended the hearing. As of 9:35 a.m., the Tenants were not present or represented at the hearing.

**Determinations:**

1. I am satisfied that the Landlord was not reasonably able to participate in the proceedings because neither the Landlord nor the Landlord's legal representative received the notice of hearing.

2. I find this constitutes a serious error in the proceedings. As a result, the previous order is cancelled.
3. With respect to the Landlord's application, the Tenants have not paid the total rent the Tenants were required to pay for the period from August 1, 2020 to December 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective October 10, 2020.
4. The Landlord collected a rent deposit of \$1,650.00 from the Tenants and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenants for the period from August 1, 2019 to October 10, 2020.
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 Tenants, 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. Order TEL-14525-21 issued on August 20, 2021 is cancelled and replaced by this order.
2. Unless the Tenants 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 January 4, 2022.
3. The Tenants shall pay to the Landlord \$25,910.49\*, which represents the amount of rent owing and compensation up to December 22, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
4. The Tenants shall also pay to the Landlord \$54.25 per day for compensation for the use of the unit starting December 23, 2021 to the date the Tenants move out of the unit.
5. The Tenants shall also pay to the Landlord \$201.00 for the cost of filing the application.
6. If the unit is not vacated on or before January 4, 2022, then starting January 5, 2022, 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 January 5, 2022.
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) \$28,251.00 if the payment is made on or before December 31, 2021, or
  - ii) \$29,901.00 if the payment is made on or before January 4, 2022\*\*.

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 January 5, 2022 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.

**December 22, 2021**  
**Date Issued**



Richard Ferriss  
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 July 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.

- \* 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: TEL-14525-21**

**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)                                  | August 1, 2020 to October 10, 2020    | \$3,842.47   |
| Plus compensation: (from the day after the termination date in the Notice to the date of the order) | October 11, 2020 to December 22, 2021 | \$23,761.50  |
| Less the rent deposit:  |                                       | -\$1,650.00  |
| Less the interest owing on the rent deposit:  | August 1, 2019 to October 10, 2020    | -\$43.48   |
| Amount owing to the Landlord on the order date: (total of previous boxes)                           |                                       | <b>\$25,910.49</b>   |
| Additional costs the Tenants must pay to the Landlord:  |                                       | \$201.00   |
| Plus daily compensation owing for each day of occupation starting December 23, 2021:                |                                       | \$54.25 (per day)  |
| <b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>                        |                                       | <b>\$26,111.49, +<br/>\$54.25 per day<br/>starting December<br/>23, 2021</b> |

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

**1. If the payment is made on or before December 31, 2021:**

| Reasons for amount owing                               | Period                              | Amount      |
|--|-------------------------------------|-------------|
| Arrears:   | August 1, 2020 to December 31, 2021 | \$28,050.00 |
| Additional costs the Tenants must pay to the Landlord: |                                     | \$201.00    |

|  |                                |             |
|--|--------------------------------|-------------|
| <b>Total the Tenants must pay to continue the tenancy:</b> | On or before December 31, 2021 | \$28,251.00 |
|--|--------------------------------|-------------|

**2. If the payment is made after December 31, 2021 but on or before January 4, 2022:**

| Reasons for amount owing                                   | Period                             | Amount      |
|--|------------------------------------|-------------|
| Arrears:   | August 1, 2020 to January 31, 2022 | \$29,700.00 |
| Additional costs the Tenants must pay to the Landlord:     |                                    | \$201.00    |
| <b>Total the Tenants must pay to continue the tenancy:</b> | On or before January 4, 2022       | \$29,901.00 |