



Order under Section 69  
**Residential Tenancies Act, 2006**

**File Number:** CEL-95295-20

**In the matter of:** 3 TAURUS ROAD  
BRAMPTON ON L7A4C3

**Between:** Shatha Yousef

**and**

Danijela Ilincic  
Rade Ilincic

I hereby certify this is a  
true copy of an Order dated

**MAY 17, 2021**

Landlord and Tenant Board

Landlord

Tenants

Shatha Yousef (the 'Landlord') applied for an order to terminate the tenancy and evict Rade Ilincic and Danijela Ilincic (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Landlord requires possession of the rental unit for the purpose of residential occupation ("the L2 application").

This combined L1/L2 application was heard via videoconference on April 8, 2021.

The Landlord, the Landlord's legal representative, Christina Nastas, and the Tenants attended the hearing.

**Determinations:**

L2 application

1. At the hearing, the Landlord requested the consent of the Board to withdraw her L2 application.
2. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the L2 application.

Preliminary issue: Service of the N4 notice

3. At the hearing, the Tenants testified that they did not receive the N4 Notice of Termination (the 'N4 notice') that is the basis for the Landlord's application.
4. There is a Certificate of Service ('COS') in the Board's file stating that the N4 notice was served on the Tenants on July 7, 2020 via mail. The address of the rental unit on the COS is 3 Taurus Rd, Brampton, ON, L7A 4C3.

5. At the hearing, the Tenants testified that the documents were sent to the wrong postal code. The Tenants have the burden to prove, on a balance of probabilities, that the Landlord did not serve the N4 on them. They argued that the documents were sent to L7A 4C3 and that their postal code is L7A 4E7. They submitted a copy of the male tenant's licence, which shows that the postal code is L7A 4E7.
6. The Landlord's legal representative testified that she looked the postal code up. She also confirmed the address with the Landlord's realtor, who had the lease and access to Teranet. The postal code that she was provided with was L7A 4C3. Moreover, she did not receive any returned mail. She submitted that the notice of hearing that was sent by the Board also had the same postal code which she had sent the documents to.
7. The Board reviewed the file and confirmed that the postal code on record was L7A 4C3. The Board sent the notice of hearing and the application to 3 Taurus Rd, Brampton, ON, L7A 4C3. The Tenants acknowledged that they received the documents from the Board.
8. Based on the evidence before me, I find that it is more likely than not that the Landlord served the Tenants with the N4 notice at issue on July 7, 2020. The Landlord's legal representative was clear and unwavering in her testimony. The Board also sent documents to the same address as the Landlord's legal representative. Despite the difference in the postal code, the Tenants received the documents from the Board. This leads me to believe that it is likely that they received the N4 notice as well. When I consider all of the evidence before me, I am satisfied that the Landlord did in fact serve the N4 notice on the Tenants and the method and timing of service complies with the Act. As such, the hearing proceeded based on this determination.

#### L1 application

9. The Tenants have not paid the total rent the Tenants were required to pay for the period from April 1, 2020 to April 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective July 27, 2020.
10. The monthly rent is \$2,100.00.
11. The Landlord collected a rent deposit of \$2,100.00 from the Tenants and this deposit is still being held by the Landlord.
12. Interest on the rent deposit is owing to the Tenants for the period from May 26, 2018 to July 27, 2020.
13. The Tenants paid \$8,000.00 after the application was filed.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2021 pursuant to subsection 83(1)(b) of the Act. The Landlord is seeking a standard eleven-day order. The Landlord is a restaurant owner and lost one of her restaurants due to a fire. Furthermore, the pandemic has impacted

her restaurant business. As a result, has suffered significant financial losses. She can barely pay her mortgage and she has to take care of her family.

15. The Tenants submitted that they do not wish to be evicted and requested that the Board delay the eviction by four months. They requested that the Board consider their children when making this decision. They have young children who go to a school that is near their home. The Tenants stated that they would have no place to go in the middle of a pandemic. Moreover, they do not have anyone that can assist them with the arrears. The Tenants have recently contacted their local rent bank and are waiting to hear back. Furthermore, one of the Tenants has secured a job, which will be commencing soon.
16. In my view, a four-month delay would be prejudicial to the Landlord because she is in dire financial straits and is relying on the rental payments to survive. Based on the testimony I heard, I am concerned that the Tenants might not be able to pay her the lawful rent that is owing. The Tenants were unable to provide me with an estimate of how much they would be able to pay once Mr. Ilincic would commence his new job.
17. However, terminating the tenancy approximately a month before the school year ends will be quite disruptive for the children. I have extended the eviction date to June 30, 2021 so that they will be able to finish their school year. This will also provide the Tenants some time to secure alternate housing and see if the rent bank is able to assist them.

**It is ordered that:**

Regarding the L2 application:

1. The Landlord's application is dismissed as withdrawn.

Regarding the L1 application:

2. 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 June 30, 2021.
3. The Tenants shall pay to the Landlord \$15,269.74\*, which represents the amount of rent owing and compensation up to May 17, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
4. The Tenants shall also pay to the Landlord \$69.04 per day for compensation for the use of the unit starting May 18, 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 Tenants do not pay the Landlord the full amount owing\* on or before May 28, 2021, the Tenants will start to owe interest. This will be simple interest calculated from May 29, 2021 at 2.00% annually on the balance outstanding.

7. If the unit is not vacated on or before June 30, 2021, then starting July 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 July 1, 2021.
9. 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) \$18,601.00 if the payment is made on or before May 31, 2021, or
  - ii) \$20,701.00 if the payment is made on or before June 30, 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.
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 July 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.
11. This order terminates the tenancy and permits the Landlord to file the order with Court Enforcement Office (Sheriff) to evict the Tenant. However, as of the date this matter was heard, the Sheriff cannot enforce this order as a result of Ontario Regulation 266/21 made under the *Emergency Management and Civil Protection Act* on April 8, 2021. The Tenant cannot be evicted from the rental unit while this regulation is in force. Eviction by the Sheriff may occur after the regulation is removed by the Ontario Government.

**May 17, 2021**  
**Date Issued**



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Tavlin Kaur  
Member, Landlord and Tenant Board

Central-RO  
3 Robert Speck Pkwy, 5th Floor  
Mississauga ON L4Z2G5

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 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**

File Number: CEL-95295-20

**A. Amount the Tenants must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	April 1, 2020 to July 27, 2020	\$5,164.11
Less the amount the Tenants paid to the Landlord		-\$8,000.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 28, 2020 to May 17, 2021	\$20,297.76
Less the rent deposit:		-\$2,100.00
Less the interest owing on the rent deposit:	May 26, 2018 to July 27, 2020	-\$92.13
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$15,269.74</b>
Additional costs the Tenants must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting May 18, 2021:		\$69.04 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$15,470.74, + \$69.04 per day starting May 18, 2021</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy:****1. If the payment is made on or before May 31, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	April 1, 2020 to May 31, 2021	\$26,400.00
Less the amount the Tenants paid to the Landlord:		-\$8,000.00
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 May 31, 2021	<b>\$18,601.00</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	April 1, 2020 to June 30, 2021	\$28,500.00
Less the amount the Tenants paid to the Landlord:		-\$8,000.00
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 June 30, 2021	\$20,701.00