



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-21816-21

In the matter of: 4709, 180 UNIVERSITY AVENUE
TORONTO ON M5H0A2

Between: Mona Abdelkader Landlord

and

Yi Bum Sik (Brian) Lee Tenant

Mona Abdelkader (the 'Landlord') applied for an order to terminate the tenancy and evict Yi Bum Sik (Brian) Lee (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 28, 2021. Only the Landlord and the Landlord's legal representative, Yousef Elsohemy, attended the hearing. The Tenant was initially present in the hearing room at approximately 9:00 a.m. but left the hearing without notifying the Board or requesting an adjournment. The Landlord's legal representative advised the Board that the Tenant emailed his office informing that he had to leave the hearing due to an emergency. The legal representative further advised the Board that he attempted to contact the Tenant by phone and email but was unsuccessful. The Tenant never called back to join the hearing and the hearing was held in his absence.

Preliminary issue:

1. The Landlord requested that this application be amended to correctly reflect the rent deposit and the arrears of rent at the time of filing of this application. The Landlord advised that she mistakenly applied the deposit to rent owing for the month of May 2021 when she filled out the application. As a result, her application incorrectly indicated that no rent was owing for the month of May 2021 and that no rent deposit was held by the Landlord. I granted this request and the application is amended accordingly.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from April 1, 2021 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective May 1, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$6,350.00.

4. The Landlord is holding a rent deposit of \$6,350.00. Interest is owing on the rent deposit for the period starting October 5, 2020 and ending May 1, 2021.
5. The Tenant made no payments since this application was filed.
6. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act') including the impact of Covid-19 on the parties and whether the Landlord attempted to negotiate a payment 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 August 15, 2021.
2. The Tenant shall pay to the Landlord \$19,753.54*, which represents the amount of rent owing and compensation up to August 4, 2021 less the rent deposit and interest owing on the rent deposit.
3. The Tenant shall also pay to the Landlord \$208.77 per day for compensation for the use of the unit starting August 5, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before August 15, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 16, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 15, 2021, then starting August 16, 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 16, 2021.
8. If, on or before August 15, 2021, the Tenant pays the amount of \$31,936.00** 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 Tenant 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.
9. 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 August 16, 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.



Vladimir Nikitin
Member, Landlord and Tenant Board

August 4, 2021
Date Issued

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 16, 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: TSL-21816-21

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)	April 1, 2021 to May 1, 2021	\$6,350.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 2, 2021 to August 4, 2021	\$19,833.15
Less rent deposit:		-\$6,350.00
Less interest owing on the rent deposit:		-\$79.61
Amount owing to the Landlord on the order date: (total of previous boxes)		\$19,753.54

Additional costs the Tenant must pay to the Landlord:	\$186.00
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Plus daily compensation owing for each day of occupation starting August 5, 2021:	\$208.77 (per day)
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Total the Tenant must pay the Landlord if the tenancy is terminated:	\$19,939.54, + \$208.77 per day starting August 5, 2021
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B. Amount the Tenant must pay to void the eviction order and continue the tenancy:

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2021 to August 31, 2021	\$31,750.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before August 15, 2021	\$31,936.00

2021 CanLII 122835 (ON LTB)