



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

**File Number:** TSL-19434-20

**In the matter of:** 904, 700 KING STREET W  
TORONTO ON M5V2Y6

**Between:** Encarnación Ruiz Faucher

Landlord

**and**

Melina Salomon  
Renan Mandian

Tenants

Encarnación Ruiz Faucher (the 'Landlord') applied for an order to terminate the tenancy and evict Melina Salomon (MS) and Renan Mandian (RM) (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard via video/teleconference on June 23, 2021.

The Landlord's Legal Representative Allistair Trent and the Tenant (RM) attended the hearing.

**Determinations:**

1. The Landlord served a Notice of Termination effective November 30, 2020 because the Tenants have not paid the total rent the Tenants were required to pay for the period from January 28, 2020 to December 27, 2020.
1. The monthly rent is \$2,276.00.
2. The Tenants were in possession of the rental unit on the date the application was filed by the Landlord.
3. The Tenants paid \$4000.00 after the application was filed.
4. The Landlord submitted a L1 information update form setting out that the Tenants did not pay the total amount of the rent arrears now owing up to June 27, 2021 is \$11,423.00.
5. The Tenant (RM) did not dispute the total amount of the rent arrears owing.
6. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that as of the hearing date, the Tenants owe to the Landlord up to the period ending June 27, 2021, rent arrears of \$11,423.00, plus \$186.00 for the Landlords cost to file the application - totalling \$11,609.00.

7. The Landlord testified that there have been a number of conversations with and letters sent to the Tenants about the arrears but was unsuccessful in reaching any form of a settlement or a negotiated repayment plan with the Tenant. As a result, I am satisfied that the Landlord complied with their obligations under subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').
8. The Landlord collected a rent deposit of \$2,050.00 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 March 2, 2016.
2. The Tenant advised they would be relocating as of July 15, 2021 for new employment opportunities outside of the GTA area. The Tenant's request to terminate the tenancy as of July 15, 2021 is a reasonable request.
3. 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 July 15, 2021 pursuant to subsection 83(1)(b) 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 Tenants is terminated. The Tenants must move out of the rental unit on or before July 15, 2021.
2. The Tenants shall pay to the Landlord **\$10,013.24\***, which represents the amount of rent owing and compensation up to June 27, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$74.83 per day for compensation for the use of the unit starting June 28, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing\* on or before July 11, 2021, the Tenants will start to owe interest. This will be simple interest calculated from July 12, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 15, 2021, then starting July 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 July 16, 2021.

8. If, on or before July 15, 2021, the Tenants pay the amount of \$13,885.00\*\* 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.
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 July 16, 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.



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Randy Aulbrook  
Member, Landlord and Tenant Board

**June 30, 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 January 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.

**Daily Compensation**  $(\text{Monthly Rent } \$2276.00 \times 12) = \$74.83$

365

**Schedule 1  
SUMMARY OF CALCULATIONS**

File Number: TSL-19434-20

2021 CanLII 101237 (ON LTB)

**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 28, 2020 to November 27, 2020	\$2,591.00
Less the amount the Tenants paid to the Landlord		-\$4,000.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 28, 2020 to June 30, 2021	\$13,656.00
Less the rent deposit:		-\$2,050.00
Less the interest owing on the rent deposit:	March 2, 2016 to November 30, 2020	-\$183.76
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$10,013.24</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 1, 2021:		\$74.83 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$10,199.24, + \$74.83 per day starting Jun 28, 2021</b>

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

Reasons for amount owing	Period	Amount
Arrears:	January 28, 2020 to July 27, 2021	\$17,699.00
Less the amount the Tenants paid to the Landlord		-\$4,000.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before July 15, 2021	<b>\$13,885.00</b>