



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

**File Number:** TSL-23309-21

**In the matter of:** BASEMENT APARTMEN, 48 COADY AVENUE  
TORONTO ON M4M2Y8

**Between:** Gary Rolczewski Landlord

**and**

Dwight Herbert Jathan Tenant

Gary Rolczewski (the 'Landlord') applied for an order to terminate the tenancy and evict Dwight Herbert Jathan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by video conference on November 10, 2021. Only the Landlord and the Landlord's Legal Representative, Sergey Bogdanov, attended the hearing. As of 2:39 p.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from June 1, 2021 to November 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective July 26, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$800.00.
4. The Tenant paid \$3,250.00 after the application was filed.
5. The Landlord sent a letter to the Tenant on the necessity of a repayment agreement. The Landlord's attempts at negotiating a repayment agreement were unsuccessful.
6. The Landlord collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord.
7. Interest on the rent deposit is owing to the Tenant for the period from July 1, 2020 to July December 31, 2020.
8. 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 December 18, 2021 pursuant to subsection 83(1)(b) of the Act. Additional time given to the Tenant to either secure alternative accommodation or pay the outstanding amount.

**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 December 18, 2021.
2. The Tenant shall pay to the Landlord \$580.97\*, which represents the amount of rent owing and compensation up to November 23, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$26.30 per day for compensation for the use of the unit starting November 24, 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 December 18, 2021, the Tenant will start to owe interest. This will be simple interest calculated from December 19, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before December 18, 2021, then starting December 19, 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 December 19, 2021.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
  - i) \$1,736.00 if the payment is made on or before November 30, 2021, or
  - ii) \$2,536.00 if the payment is made on or before December 18, 2021\*\*.
 If the Tenant does 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 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 December 19, 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.

**November 23, 2021**  
**Date Issued**

Toronto South-RO



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Jitewa Edu  
Member, Landlord and Tenant Board

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 June 19, 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-23309-21**

2021 CanLII 147577 (ON LTB)

**A. Amount the Tenant 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)	June 1, 2021 to July 26, 2021	\$1,483.84
Less the amount the Tenant paid to the Landlord		-\$3,250.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 27, 2021 to November 23, 2021	\$3,156.00
Less the rent deposit:		-\$800.00
Less the interest owing on the rent deposit:	July 1, 2020 to December 31, 2020	-\$8.87
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$580.97</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting November 24, 2021:		\$26.30 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$766.97, + \$26.30 per day starting November 24, 2021</b>

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

**1. If the payment is made on or before November 30, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	June 1, 2021 to November 30, 2021	\$4,800.00
Less the amount the Tenant paid to the Landlord:		-\$3,250.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before November 30, 2021	<b>\$1,736.00</b>

2. If the payment is made after November 30, 2021 but on or before December 18, 2021:

Reasons for amount owing	Period	Amount
Arrears:	June 1, 2021 to December 31, 2021	\$5,600.00
Less the amount the Tenant paid to the Landlord:		-\$3,250.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before December 18, 2021	<b>\$2,536.00</b>