



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-19373-20

In the matter of: 3, 438 HORNER AVENUE
ETOBICOKE ON M8W2B3

Between: Irina Budz Landlord

and

John Froese Tenant

Irina Budz (the 'Landlord') applied for an order to terminate the tenancy and evict John Froese (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's Legal Representative David Rubin and the Tenant attended the hearing.

Determinations:

1. The Landlord served a Notice of Termination effective March 16, 2020 because the Tenant has not paid the total rent the Tenant was required to pay for the period from February 1, 2020 to October 31, 2020.
2. The monthly rent is \$780.00.
3. The Tenant was in possession of the rental unit on the date the application was filed by the Landlord.
4. The Landlord submitted a L1 information update form setting out that the Tenant did not pay the total amount of the rent arrears now owing up to June 30, 2021 is \$12,780.00.
5. The Tenant did not dispute the total amount of the rent arrears owing and acknowledged that no payments have been made towards the rent arrears after the N4 notice was given and the filing of the application.
6. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that as of the hearing date, the Tenant owes to the Landlord up to the period ending June 30, 2021, rent arrears of \$12,780.00, plus \$201.00 for the Landlords cost to file the application - totalling \$12,981.00.

7. The Landlord testified that there have been a number of conversations with and letters sent to the Tenant 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 \$750.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenant for the period from November 30, 2016.
9. Based on all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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 July 10, 2021.
2. The Tenant shall pay to the Landlord \$11,993.60*, which represents the amount of rent owing and compensation up to June 30, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$25.64 per day for compensation for the use of the unit starting July 1, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before July 11, 2021, the Tenant 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 10, 2021, then starting July 11, 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 11, 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) \$12,981.00 if the payment is made on or before June 30, 2021, or
 - ii) \$13,761.00 if the payment is made on or before July 10, 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 July 11, 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.

June 30, 2021

Date Issued

Randy Aulbrook

Member, Landlord and Tenant Board

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 11, 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 $\frac{\text{Monthly Rent } \$780.00 \times 12}{365} = \25.64

**Schedule 1
SUMMARY OF CALCULATIONS**

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2021 CanLII 101057 (ON LTB)

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)	February 1, 2020 to March 16, 2020	\$710.30
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 17, 2020 to June 30, 2021	\$12,076.44
Less the rent deposit:		-\$750.00
Less the interest owing on the rent deposit:	November 30, 2016 to March 16, 2020	-\$43.14
Amount owing to the Landlord on the order date: (total of previous boxes)		\$11,993.60
Additional costs the Tenant must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting July 1, 2021:		\$25.64 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$12,194.60, + \$25.64 per day starting July 1, 2021

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

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

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to June 30, 2021	\$12,780.00
Additional costs the Tenant must pay to the Landlord:		\$201.00
Total the Tenant must pay to continue the tenancy:	On or before June 30, 2021	\$12,981.00

2. If the payment is made after June 30, 2021 but on or before July 10, 2021:

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to July 31, 2021	\$13,560.00
Additional costs the Tenant must pay to the Landlord:		\$201.00
Total the Tenant must pay to continue the tenancy:	On or before July 10, 2021	\$13,761.00