



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Sanati v Toffoletto, 2024 ONLTB 34031

**Date:** 2024-05-14

**File Number:** LTB-L-063033-23-RV

**In the matter of:** GROUND FLOOR,  
204 HARRISON DR  
NEWMARKET ON L3Y6B9

**Between:** Bardia Sanati Landlord

**And**

Loris Toffoletto Tenant

### REVIEW ORDER

Bardia Sanati (the 'Landlord') applied for an order to terminate the tenancy and evict Loris Toffoletto (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-063033-23, issued on January 30, 2024.

On February 23, 2024, the Tenant requested a review of the order and that the order be stayed as the Tenant was not able to reasonably able to participate at the hearing held on December 21, 2023.

On February 29, 2024, interim order LTB-L-063033-23-RV-IN was issued staying the order.

This review was heard by videoconference on April 25, 2024.

The Landlord, the Landlord's Legal Representative, Mehran Bagheri, and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the hearing.

### Determinations:

#### Review

1. In the request to review an order, the Tenant alleges they were not reasonably able to participate at the hearing as they did not receive the notice of hearing. The Tenant alleges they were not aware that a hearing had taken place until they received a copy of the Board's order on February 22, 2024. It is the Tenant's claim that their mail is being held by either the Landlord or someone else.

2. The Landlord's representative did not dispute that the Tenant may not have received the notice of hearing but denied that the Landlord was holding his mail. As result the request to review was granted and the application was heard *de novo*.

#### L1 Application

3. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent ('N4 Notice'). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,650.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$54.25. This amount is calculated as follows: \$1,650.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to April 30, 2024 are \$19,800.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,650.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$62.38 is owing to the Tenant for the period from October 22, 2022 to April 25, 2024.
12. The Tenant wanted to raise some issues at the hearing which would be considered under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), but they did not provide disclosure of the issues and their evidence at least seven days prior to hearing as required by section 82(2) and the Board's Rule of Procedure 19.4. Therefore, I did not permit the Tenant to raise issued under section 82 but advised that they could bring their own application before the Board.
13. The Tenant did not dispute the amount of rent arrears owed. He testified he does not currently have any income as he is not working and cannot offer a repayment plan of the rent arrears. He testified he has been in and out of the hospital with numerous health issues and would require at least 90 days to find alternative housing.
14. The Landlord's representative submitted that the Landlord is seeking a standard eviction order. He submitted the rent arrears are substantial and as the Tenant currently had no income, the arrears will continue to accrue.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until May 31, 2024 pursuant to subsection 83(1)(b) of the Act. I say this because the tenancy is no longer viable. The rent arrears are substantial and the Tenant does not have the financial means to pay the arrears nor does he have the ability to pay the monthly rent as it becomes due. In

consideration of the Tenant's current health, I find that delaying the eviction until May 31, 2024 is warranted and will not cause any further prejudice to the Landlord.

**It is ordered that:**

1. The Tenant's request to review Order LTB-L-063033-23, issued on January 30, 2024, is granted.
2. Interim Order LTB-L-063033-23, issued on February 29, 2024, is cancelled.
3. Order LTB-L-063033-23, issued on February 29, 2024, is cancelled and replaced with the following order.
4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$21,636.00 if the payment is made on or before May 31, 2024. See Schedule 1 for the calculation of the amount owing.
6. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 31, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
7. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 31, 2024**
8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,979.87. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
9. The Tenant shall also pay the Landlord compensation of \$54.25 per day for the use of the unit starting April 26, 2024 until the date the Tenant moves out of the unit.
10. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2024 at 7.00% annually on the balance outstanding.
11. If the unit is not vacated on or before May 31, 2024, then starting June 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 June 1, 2024.

**May 14, 2024**

**Date Issued**

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**Susan Priest**

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground 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 December 1, 2024 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.

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**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2024**

Rent Owing To May 31, 2024	\$21,450.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$21,636.00</b>

**B. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$19,506.25
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,650.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$62.38
<b>Total amount owing to the Landlord</b>	<b>\$17,979.87</b>
Plus daily compensation owing for each day of occupation starting April 26, 2024	\$54.25 (per day)