



Order under Section 69 Residential Tenancies Act, 2006

Citation: Agozzino Enterprises v Gholami, 2024 ONLTB 20605

Date: 2024-03-28

File Number: LTB-L-083708-23

In the matter of: 1401, 55 ONEIDA CRES
RICHMOND HILL ON L4B0E8

Between: Agozzino Enterprises Landlord

And

Milad Gholami Tenant

Agozzino Enterprises (the 'Landlord') applied for an order to terminate the tenancy and evict Milad Gholami (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2024.

Only the Landlord's Legal Representative, Ameya Sharma, attended the hearing.

As of 10:09 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue:

1. At the outset of the hearing, the Landlord's Legal Representative submitted that the lawful rent is \$2,024.00 as per the N4 notice of termination and not \$2,074.00 which was included on the L1 application. The Landlord Representative requested to amend the application. Although the Tenant was not present at the hearing, I allowed the amendment of the application to reduce the amount owed in rent arrears as it would not be prejudicial to the Tenant.
2. The Legal Representative also mentioned that an L9 application was previously heard by the Board and provided a file number of LTB-L-007715-23. Upon review, it was noted that two months were already addressed in the previous order. Those months are February 2023 and March 2023. Therefore, this order will not address those two months.

Determinations:

1. 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.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,024.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$66.54. This amount is calculated as follows: \$2,024.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2024 are \$24,288.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,000.00 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.
9. Interest on the rent deposit, in the amount of \$93.86 is owing to the Tenant for the period from October 20, 2020 to March 12, 2024.
10. 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 repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to present any evidence or submissions in support of granting relief from eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$24,474.00 if the payment is made on or before March 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$26,498.00 if the payment is made on or before April 8, 2024. See Schedule 1 for the calculation of the amount owing.
3. 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 April 8, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 April 8, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,154.62. 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.

6. The Tenant shall also pay the Landlord compensation of \$66.54 per day for the use of the unit starting March 13, 2024 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 8, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 9, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 8, 2024, then starting April 9, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 April 9, 2024.

March 28, 2024
Date Issued

Teresa Hunt
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 October 9, 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.

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 March 31, 2024

Rent Owing To March 31, 2024	\$24,288.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$24,474.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 8, 2024

Rent Owing To April 30, 2024	\$26,312.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$26,498.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$23,062.48
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$93.86
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$21,154.62
Plus daily compensation owing for each day of occupation starting March 13, 2024	\$66.54 (per day)