



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zaprzala v Mastroianni, 2023 ONLTB 78673

Date: 2023-12-04

File Number: LTB-L-062441-22

In the matter of: Basement Unit, 2634 Widemarr Rd Mississauga
ON L5J1M3

Between: Adam Zaprzala Landlord

And

Maurizio Mastroianni Tenant

Adam Zaprzala (the 'Landlord') applied for an order to terminate the tenancy and evict Maurizio Mastroianni (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 20, 2023. The Landlord and the Tenant attended the hearing.

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 \$1,140.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.48. This amount is calculated as follows: \$1,140.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,900.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$6,330.00.
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 \$1,050.00 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 \$101.19 is owing to the Tenant for the period from June 1, 2017 to June 20, 2023.
10. The Landlord testified that the Tenant has consistently paid rent late since 2018, but that he was usually only behind by one month. The Landlord testified that as of August 1, 2022 the Tenant's rental arrears were larger than one month's rent.
11. The Landlord testified that he has on more than one occasion tried to negotiate a payment plan with the Tenant. The Landlord entered into evidence a letter that he sent to the Tenant dated September 27, 2022 notifying the Tenant of the rental arrears and attempting to negotiate payment.
12. The Landlord testified that he has taken out two lines of credit in the amount of \$3,000.00 to cover the mortgage on the rental property.
13. The Tenant testified that he agreed with rental arrears owing as of June 30, 2023 in the amount of \$6,330.00.
14. The Tenant testified that he realizes that he must eventually move out of the rental unit as he could no longer afford to live there. The Tenant further testified that he would need until August 31, 2023 to vacate the rental unit if he had to move out.
15. The Landlord and the Tenant testified that they would both be agreeable to an order terminating the tenancy as of August 31, 2023 unless the Tenant paid all rental arrears owing as of the hearing date and any new rental arrears that arise from July 2023 and August 2023.
16. Therefore, I will issue an order with the agreed upon terms in the hearing.
17. Due to unforeseen circumstances, the order was unable to issue until today. As a result, the voiding date will be December 15, 2023 instead of the agreed upon date of August 31, 2023.

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:**
 - \$13,356.00 if the payment is made on or before December 15, 2023. 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 December 15, 2023 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 December 15, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,974.41. 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 \$37.48 per day for the use of the unit starting June 21, 2023 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 December 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 16, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 15, 2023, then starting December 16, 2023, 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 December 16, 2023.

December 4, 2023 _

Date Issued

Ajay Grewal

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 June 16, 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 December 15, 2023

Rent Owing To December 31, 2023	\$17,070.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,900.00
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	\$13,356.00

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

Rent Owing To Hearing Date	\$9,839.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,900.00
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	- \$1,050.00
Less the amount of the interest on the last month's rent deposit	- \$101.19
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	\$4,974.41
Plus daily compensation owing for each day of occupation starting June 21, 2023	\$37.48 (per day)