



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

Citation: Francois v Kozak, 2023 ONLTB 70471

Date: 2023-10-27

File Number: LTB-L-062399-23

In the matter of: 4104, 20 SHORE BREEZE DR
ETOBICOKE ON M8V0C7

Between: Jacson Francois Landlord

And

Geza Kozak Tenant

Jacson Francois (the 'Landlord') applied for an order to terminate the tenancy and evict Geza Kozak (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 17, 2023.

Only the Landlord Jacson Francois and the Landlord's Legal Representative T. Sivapatham attended the hearing.

Prior to the hearing date, the Tenant requested the Board reschedule the hearing because he was unavailable for the entire month of October due to a funeral in Budapest. The request was not on consent and subsequently denied by the Board.

On October 17, 2023. The Tenant, Geza Kozak, signed into the hearing at approximately 9:00 a.m. He did not request an adjournment. The Tenant and Mr. Sivapatham were moved to a private breakout room and at approximately 10:30 a.m., while hearing other matters, I noticed the Tenant was no longer present at the virtual hearing.

I waited until 11:30 a.m. to hear the file in the event the Tenant decided to rejoin the hearing. At 11:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. I received no messages from LTB tech support that the Tenant was having any connection issues. Since the Tenant did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

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 \$3,000.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 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 October 31, 2023 are \$17,600.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord is no longer holding a rent deposit. At the request of the Tenant, the rent deposit was used for the month of February 2021.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a payment agreement with the Tenant. The Landlord submitted that ongoing efforts were made to contact the Tenant to discuss a payment agreement, but they did not succeed. I asked the Landlord if they were aware of any circumstances the Tenant may be experiencing that would make eviction unfair and they were aware of none. I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$17,786.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,786.00 if the payment is made on or before November 7, 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 November 7, 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 November 7, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,462.71. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting October 18, 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 November 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 8, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 7, 2023, then starting November 8, 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 November 8, 2023.

October 27, 2023
Date Issued

John Cashmore
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 May 8, 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 October 31, 2023

| | |
|----------------------------------------------------------|--------------------|
| Rent Owing To October 31, 2023 | \$17,600.00 |
| Application Filing Fee | \$186.00 |
| Total the Tenant must pay to continue the tenancy | \$17,786.00 |

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 7, 2023

| | |
|----------------------------------------------------------|--------------------|
| Rent Owing To November 30, 2023 | \$20,600.00 |
| Application Filing Fee | \$186.00 |
| Total the Tenant must pay to continue the tenancy | \$20,786.00 |

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

| | |
|------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date | \$16,276.71 |
| Application Filing Fee | \$186.00 |
| Total amount owing to the Landlord | \$16,462.71 |
| Plus daily compensation owing for each day of occupation starting October 18, 2023 | \$98.63 (per day) |