



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

Citation: A. CORSETTI HOLDINGS INC. v Ronald Fucile, 2023 ONLTB 34045

Date: 2023-05-02

File Number: LTB-L-054563-22

In the matter of: 321, 55 STEWART ST
TORONTO ON M5V2V1

Between: A. Corsetti Holdings Inc. Landlord

And

Ronald Fucile

Tenant

A. Corsetti Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ronald Fucile (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

This L1 application was heard by videoconference on April 11, 2023.

The Landlord's Agent (principal), Anthony Corsetti, the Landlord's Legal Representative, Bitu Di Lisi, and the Tenant attended the hearing. The Tenant declined to consult with Tenant Duty Counsel prior to the commencement of 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 monthly rent is \$2,900.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the L1 application was filed.
6. The rent arrears owing to April 30, 2023 are \$26,100.00.
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 \$2,900.00 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 \$65.55 is owing to the Tenant for the period from May 17, 2022 to April 11, 2023.
10. Both parties made submissions regarding the rent arrears, which amount was not disputed. The Tenant was forthright about his hope to have a payment plan ordered, but was not able to provide any specific proposal before me. In the end, he indicated that he believes he can pay the entirety of the rent arrears on or before June 15, 2023, which he stated would include payment of the rents for May and June 2023. The Tenant stated he currently has a full-time job. The Landlord opposed this submission, setting out their reasons for opposing.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 15, 2023 pursuant to subsection 83(1)(b) of the Act. As part of this postponement, I will also order rents for May and June 2023 to be paid on time, subject to a section 78 provision (in case the Tenant breaches and the Landlord wishes to seek earlier eviction due to the breach).

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order as set out below.
2. The Tenant shall make the following rent payments to the Landlord in respect of the upcoming months coming due for May 2023 and June 2023:
 - a) \$2,900.00 on or before May 1, 2023 (for May 2023 rent); and
 - b) \$2,900.00 on or before June 1, 2023 (for June 2023 rent).
3. If the Tenant fails to make any of the payments in accordance with paragraph 2 of this order, and by the dates required, then:
 - a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under

paragraph 4 of this order. The Landlord must make the application within 30 days of a breach of a payment condition set out in paragraph 2 of this order.

- b) The balance owing under paragraph 4 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the postjudgment interest rate determined under subsection 207(7) of the Act.

4. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$29,186.00 if the payment is made on or before May 31, 2023. See Schedule 1A for the calculation of the amount owing.

OR

- \$32,086.00 if the payment is made on or before June 15, 2023. See Schedule 1B for the calculation of the amount owing.

5. 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 June 15, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **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 June 15, 2023.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,469.19. This amount includes rent arrears owing up to the date of the hearing (April 11, 2023) 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 1C for the calculation of the amount owing.
8. The Tenant shall also pay the Landlord compensation of \$95.34 per day for the use of the unit starting April 12, 2023 until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2023 at 6.00% annually on the balance outstanding.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
11. If the unit is not vacated on or before June 15, 2023, then starting June 16, 2023, 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 16, 2023.

May 2, 2023

Date Issued

15 Grosvenor Street, Ground Floor Toronto
ON M7A 2G6

Alex Brkic

Member, Landlord and Tenant Board

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 16, 2023 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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, 2023

Rent Owing To May 31, 2023	\$29,000.00
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
Total the Tenant must pay to continue the tenancy	\$29,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2023

Rent Owing To June 30, 2023	\$31,900.00
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
Total the Tenant must pay to continue the tenancy	\$32,086.00

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

Rent Owing To Hearing Date (to April 11, 2023)	\$24,248.74
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	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$65.55
Total amount owing to the Landlord	\$21,469.19
Plus daily compensation owing for each day of occupation starting April 12, 2023	\$95.34 (per day)