



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zaripova v Allong, 2023 ONLTB 24146

Date: 2023-03-29

File Number: LTB-L-043865-22

In the matter of: 2904, 208 Queens Quay W. Toronto
ON M5J2Y5

Between: Endzhiya Zaripova Landlord

And

Marlon Allong Tenant

Endzhiya Zaripova (the 'Landlord') applied for an order to terminate the tenancy and evict Marlon Allong (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 1, 2023.

The Landlord, Landlord's representative, Jack Berger, and the Tenant's sister Nicole Allong attended the hearing. The Tenant couldn't participate in the hearing as he was in the hospital and sent his sister to represent him.

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 \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 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 15, 2023 are \$20,700.00.

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 \$2,300.00 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 \$45.68 is owing to the Tenant for the period from May 16, 2022 to March 1, 2023.
10. On March 01, 2023, at 12:16 p.m., the Landlord submitted to the Board a copy of an Agreement to End Tenancy form (N11) as evidence to show the agreement reached between the parties. The N11 form, signed by the Tenant on February 27, 2023, and signed by the Landlord on February 28, 2023, shows that the parties consented to terminate the tenancy on March 31, 2023.
11. At the hearing, the parties confirmed the terms of the N11 form, which terminates the tenancy on March 31, 2023.
12. 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 not be unfair to postpone the eviction until March 31, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2023.
2. The Tenant shall pay to the Landlord \$19,491.98 for arrears owing to March 31, 2023 . 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.
3. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting April 1, 2023 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before April 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 10, 2023 at 5.00% annually on the balance outstanding.
5. If the unit is not vacated on or before March 31, 2023, then starting April 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 1, 2023.

March 29, 2023

Date Issued

Percy Laryea

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 1, 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 as the tenancy is terminated

Rent Owing To Hearing Date	\$19,458.68
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	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$45.68
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	\$17,299.00
Plus daily compensation owing for each day of occupation starting March 2, 2023	\$75.62 (per day)

2023 ONL TB 24146 (CanLI)