



**Order under Subsection 74(14)
Residential Tenancies Act, 2006**

Citation: Nejad-Sattari v La, 2023 ONLTB 26337

Date: 2023-03-21 **File Number:**
LTB-L-029703-22-VO

20 PLEASANT AVE

In the matter of: NORTH YORK ON M2M1L9

Between: Venous Nejad-Sattari Landlord

And

Eugene La Tenant

Eugene La (the 'Tenant') filed a motion to set aside order LTB-L-029703-22 because, before the eviction order was enforced, the Tenant paid the amount required under subsection 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') to void the order.

This motion was heard by videoconference on March 6, 2023. The Landlord's representative Brett Lockwood and the Tenant's representative Ayla Kim attended the hearing.

Determinations:

1. The Tenant has not previously made a motion under subsection 74(11) of the Act to set aside an eviction order during this tenancy.
2. Before the Tenant filed this motion, the Tenant paid a total of \$11,719.00 to the Landlord. The amount paid represents all the rent that is in arrears under the tenancy agreement, all additional rent that would have been due under the tenancy agreement up to February 28, 2023, all NSF and related administration fees the Landlord incurred and the filing fee for this application. This payment is at least the amount required under subsection 74(11) to void the eviction order.
3. The Landlord paid \$333.00 to the Court Enforcement Office (Sheriff) for the purpose of enforcing the eviction and this amount is non-refundable.
4. The Tenant has reimbursed the Landlord for the enforcement costs the Landlord incurred.

It is ordered that:

1. Order LTB-L-029703-22 is void and cannot be enforced by the Landlord.

March 21, 2023

Date Issued

Alicia Johnson
Member, Landlord and Tenant Board

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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.

Notes:

- The Tenant cannot make another motion under subsection 74(11) of the Act to set aside an eviction order during the period of the Tenant's tenancy agreement with the Landlord.

