

monthly rent increase to \$520.00 starting February 1, 2021 and has remained at this amount to the hearing date. Monthly rent was always due on the first (1st) day of each month.

4. Based on the current monthly rent the daily rent/compensation is \$17.10. This amount is calculated as follows: \$520.00 x 12 months, divided by 365 days.
5. The Tenant made no payments to the Landlords since the L1 application was filed but before the hearing.
6. After the L1 application was filed, further rent became due for the months of July 2022 through to February 2023. As of the hearing date, the total amount of rent arrears currently owing up to February 28, 2023 is \$16,225.00.
7. The Landlords incurred costs of \$186.00 for filing the L1 application and are entitled to reimbursement of those costs.
8. The Landlords did not collect any rent deposit from the Tenant.
9. When questioned about whether or not the Landlords had attempted to offer a repayment plan with the Tenant, the Landlord's legal representative advised an email had been sent to the Tenant on January 17, 2023 (email was disclosed) inviting the Tenant to make a repayment plan; however, the Landlords had not heard from the Tenant. I am satisfied based on this explanation that the Landlords satisfied their obligation under section 83 (6) of the Residential Tenancies Act, 2006 (the 'Act') to try to negotiate with the Tenant.
10. The Landlord's legal representative requested a standard eviction order (11 days from the order issuance date). He advised that the Tenant had stopped paying rent for many months and the Landlords require an order for eviction and arrears. There was nothing known about the Tenant or their circumstances of why they had fallen into arrears. Based on the uncontested evidence and having considered all the disclosed circumstances in accordance with subsection 83(2) of the Act, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

11. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.

Pay-and-Stay Option

12. The Tenant may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:
 - \$16,411.00* if the payment is made on or before February 28, 2023 (see Schedule 1 Part A for how this amount was calculated);

OR

 - \$16,931.00** if the payment is made on or before March 13, 2023 (see Schedule 1 Part B for how this amount was calculated).

13. 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 March 13, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

Pay -and-Go Option

14. 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 March 13, 2023 (standard 11 days from the issuance date of this order).
15. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$16,411.00***. This amount includes rent arrears owing up to the date of the hearing plus the cost of filing the application (see Schedule 1 Part C for how this amount was calculated.)
16. The Tenant shall also pay the Landlords daily compensation of \$17.10 per day for the use of the unit starting March 1, 2023 until the date the Tenant actually moves out of the rental unit or gets evicted.
17. If the Tenant does not pay the Landlords the full amount owing on or before March 13, 2023, then the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2023 onwards at 5.00% annually on the balance outstanding.
18. The Landlords or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
19. If the unit is not vacated on or before March 13, 2023, then starting March 14, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
20. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after March 14, 2023.

March 2, 2023
Date Issued

Michelle Tan
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 September 14, 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.

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 February 28, 2023 (PAY-AND-STAY OPTION)

Rent Owing To February 28, 2023	\$16,225.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$16,411.00*

- B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 13, 2023

Rent Owing To March 31, 2023	\$16,745.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$16,931.00**

- C. Amount the Tenant must pay if the tenancy is terminated (PAY-AND-GO OPTION)

Rent Owing At Hearing Date (up to Feb 28, 2023)	\$16,225.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Total amount owing to the Landlords	\$16,411.00***
Plus daily compensation owing for each day of occupation starting March 1, 2023	\$17.10 (per day)