

2. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 L1 application was filed.
3. As of the hearing date, the Tenants are still in possession of the rental unit.
4. The lawful rent is \$1,450.00 per month, due on the first (1st) day of each month and has remained unchanged since the start of the arrears claimed in the N4 Notice.
5. Based on the monthly rent the daily rent/compensation is \$47.67. This amount is calculated as follows: \$1,450.00 x 12 months, divided by 365 days.
6. The Tenants paid \$400.00 to the Landlord on August 29, 2022 since the L1 application was filed but before this hearing.
7. 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 \$15,550.00.
8. The Landlord incurred costs of \$186.00 for filing the L1 application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,450.00 from the Tenants on September 1, 2021 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. Interest is owing on the rent deposit from the date of collection up to the termination date in the N4 Notice.
10. When questioned about whether or not the Landlord had attempted to offer a repayment plan with these Tenants, Mr. Mitri advised that he had had verbal conversations with the Tenants in August, 2022 asking them whether they were interested in a payment plan for the rent arrears they owed. Mr. Mitri testified that it was this conversation which led to the one payment the Tenants made of \$400.00 since the L1 application was filed. I am satisfied based on Mr. Mitri's explanation that the Landlord satisfied their obligation under section 83 (6) of the Residential Tenancies Act, 2006 (the 'Act') to try to negotiate with the Tenants.
11. Mr. Mitri requested a standard eviction order (11 days from the order issuance date). He advised that the Tenants had stopped paying rent for many months and the Landlord requires an order for eviction and arrears. Mr. Mitri did not know much about the Tenants or their circumstances of why they had fallen into arrears. He did not think the Tenants had any children. Based on the uncontested evidence of the Landlord's property manager, 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:

12. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.

Pay-and-Stay Option

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

- \$15,736.00* if the payment is made on or before February 28, 2023 (see Schedule 1 Part A for how this amount was calculated);

OR

- \$17,186.00** if the payment is made on or before March 10, 2023 (see Schedule 1 Part B for how this amount was calculated).

14. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after March 10, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy

Pay -and-Go Option

15. If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 10, 2023 (standard 11 days from the issuance date of this order).
16. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$14,277.99****. This amount includes rent arrears owing up to the date of the hearing plus the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit were deducted from the amount owing by the Tenants (see Schedule 1 Part C for how this amount was calculated.)
17. The Tenants shall also pay the Landlord daily compensation of \$47.67 per day for the use of the unit starting March 1, 2023 until the date the Tenants actually move out of the rental unit or get evicted.
18. If the Tenants do not pay the Landlord the full amount owing on or before March 10, 2023, then the Tenants will start to owe interest. This will be simple interest calculated from March 11, 2023 onwards at 5.00% annually on the balance outstanding.
19. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
20. If the unit is not vacated on or before March 10, 2023, then starting March 11, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
21. 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 March 11, 2023.

February 27, 2023

Date Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

Michelle Tan

Member, Landlord and Tenant Board

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 11, 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 Tenants 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	\$15,950.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$400.00
Total the Tenants must pay to continue the tenancy	\$15,736.00*

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 10, 2023

Rent Owing To March 31, 2023	\$17,400.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$400.00
Total the Tenant must pay to continue the tenancy	\$17,186.00**

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

Rent Owing At Hearing Date (up to Feb 28, 2023)	\$15,950.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$400.00
Less the amount of the last month's rent deposit	- \$1,450.00
Less the amount of the interest on the last month's rent deposit	- \$8.01
Total amount owing to the Landlord	\$14,277.99***
Plus daily compensation owing for each day of occupation starting March 1, 2023	\$47.67 (per day)