



Order under Section 69 Residential Tenancies Act, 2006

Citation: Imami v Sullivan, 2023 ONLTB 20206

Date: 2023-02-15

File Number: LTB-L-015767-22

In the matter of: Main Floor, 11 HUTTON AVE
EAST YORK ON M4C3L2

Between: Seyed Hamid Imami Landlord

And

Michael Sullivan Tenant

Seyed Hamid Imami (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Sullivan (the 'Tenant') because

- the Tenant did not pay the rent that the Tenant owes (L1 application).
- The Tenant has been persistently late in paying the Tenant's rent (L2 application).

This application was heard by videoconference on February 6, 2023. The Landlord attended the hearing and was represented by Sassan Emam. As of 9:54am the Tenant was not present despite being served with notice of hearing by the Board.

Determinations:

L1 application:

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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 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 February 28, 2023 are \$26,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 application:

9. On February 24, 2022 the Landlord served the Tenant with an N8 notice of termination with a termination date of April 30, 2022. The N8 notice alleges that from the period of July 2021 to February 2022, the Tenant has failed to pay the monthly rent on time 7 out of the 8 months.
10. Since serving the N8 notice, the Tenant has failed to pay the monthly rent on time for the period of March 2022 to February 2023.

Relief from eviction:

11. The Landlord is seeking a standard voidable order for the L1 application and if voided a conditional order on the L2 application requiring the Tenant to pay the monthly rent on time for a 12-month period.
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 for the L1 application, that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. For the L2 application, I find that find that it would not be unfair to grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:L1 application:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$26,186.00 if the payment is made on or before February 26, 2023. See Schedule 1 for the calculation of the amount owing.
3. 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 February 26, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 February 26, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$24,580.50. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting February 7, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 27, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 26, 2023, then starting February 27, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 February 27, 2023.

L2 application:

10. If the Tenant voids the part of this order relating to non-payment of rent, above, the Tenant shall:
 - a) Pay the lawful monthly rent for March 2023 on or before March 15, 2023.
 - b) Pay lawful monthly rent as it comes due in full and no later than the first day of each month commencing April 1, 2023 through to March 1, 2024.
11. If the Tenant fails to make any one of the payments in accordance with paragraph 10 of this order, the Landlord may, without notice to the Tenant and within 30 days of the breach, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.

February 15, 2023

Date Issued

Fabio Quattrociochi

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 August 27, 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 26, 2023

Rent Owing To February 28, 2023	\$26,000.00
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
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 the Tenant must pay to continue the tenancy	\$26,186.00

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

Rent Owing To Hearing Date	\$24,394.50
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	- \$
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	\$24,580.50
Plus daily compensation owing for each day of occupation starting February 7, 2023	\$65.75 (per day)