



Order under Section 78(6) Residential Tenancies Act, 2006

Citation: Anastasakis v Cantwell, 2023 ONLTB 17073

Date: 2023-01-27

File Numbers: LTB-L-074423-22

LTB-L-080003-22

In the matter of: 3, 19 MYRTLE AVE
Hamilton, ON L8M 2E8

Between: Emmanuel Anastasakis Landlord

And

Bradley Vinette and Joseph Cantwell Tenants

On October 25, 2022, by application number LTB-L-074423-22, Emmanuel Anastasakis (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Vinette and Joseph Cantwell (the 'Tenants') because the Tenants did not meet a condition specified in the order issued by the LTB on September 23, 2022 with respect to application LTB-L-050900-22.

On December 20, 2022, by application number LTB-L-080003-22, Emmanuel Anastasakis (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Vinette and Joseph Cantwell (the 'Tenants') because the Tenants did not meet a condition specified in the order issued by the LTB on September 23, 2022 with respect to application LTB-L-050900-22.

These applications were decided without a hearing being held. As they relate to breaches of the same underlying order, I have on my own motion combined the two applications to be resolved by a single order.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenants to terminate the tenancy and evict the Tenants if the Tenants does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. I find that the Tenants has not met the following conditions specified in the order:

In relation to application LTB-L-074423-22, the Tenant failed to pay \$803.00 to arrears, on or before October 20, 2022.

In relation to application LTB-L-080003-22, the Tenants failed to pay the lawful rent in full, on or before December 1, 2022.

3. The previous application includes a request for an order for the payment of arrears of rent and the order requires the Tenants to make payments by specific due dates. Accordingly,

in addition to eviction, the Landlord is entitled to request an order for the payment of arrears owing.

4. The Tenants was required to pay \$2,408.00 for rent arrears and the application filing fee in the previous order. The amount that is still owing from that order is \$1,605.00 and that amount is included in this order. This order replaces order LTB-L-050900-22.
5. Since the date of the previous order, the Tenants has failed to pay the full rent that became owing for the period from November 1, 2022 to December 31, 2022.
6. The Landlord collected a rent deposit of \$1,249.00 from the Tenants and this deposit is still being held by the Landlord.
7. Interest on the rent deposit is owing to the Tenants for the period from March 29, 2021 to January 27, 2023.
8. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay.
9. The Landlord is entitled to daily compensation from the day after this order is issued to the date the Tenants moves out of the unit at a daily rate of \$43.53. This amount is calculated as follows: \$1,324.00 x 12, divided by 365 days.

It is ordered that:

1. Order LTB-L-050900-22 is cancelled.
2. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 07, 2023.
3. If the unit is not vacated on or before February 07, 2023, then starting February 08, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 08, 2023.
5. The Tenants shall pay to the Landlord \$3,815.74* (less any amounts paid to the Landlord after application LTB-L-080003-22 was filed on December 21, 2022). This amount represents the rent owing up to January 27, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
6. The Tenants shall also pay to the Landlord \$43.53 per day for compensation for the use of the unit starting January 28, 2023 to the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before February 07, 2023, the Tenants will start to owe interest. This will be a simple interest calculated from February 8, 2023 at 5.00% annually on the balance outstanding.

January 27, 2023

Date Issued

Ian Speers

Associate Chair, Landlord and Tenants Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

The Tenants have until February 06, 2023 to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the Tenants file the motion by February 06, 2023 the order will be stayed and the LTB will schedule a hearing.

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 08, 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.

* Refer to the attached Summary of Calculations.

Summary of Calculation**Amount the Tenants must pay the Landlord:**

Reason for amount owing	Period	Amount
Amount owing from previous order	Up to September 30, 2022	\$1,605.00
New Arrears	November 1, 2022 to January 27, 2023	\$3,477.04
Less the rent deposit:		-\$1,249.00
Less the interest owing on the rent deposit	March 29, 2021 to January 27, 2023	-\$17.30
Plus daily compensation owing for each day of occupation starting January 28, 2023		\$43.53 (per day)
Total the Tenants must pay the Landlord:		\$3,815.74 + \$43.53 per day starting January 28, 2023

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