



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: C/O DEL CONDOMINIUM RENTALS.INC v SIDIROPOULOS, 2022 ONLTB 14256

Date: 2022-12-09

File Number: LTB-L-063758-22

In the matter of: 821, 80 HARRISON GARDEN BOULEVARD
NORTH YORK ONTARIO M2N7E3

Between: C/O DEL CONDOMINIUM RENTALS.INC and Landlord
SEAN RODERICK LEE-ROY

And

MICHAEL SIDIROPOULOS Tenant

C/O DEL CONDOMINIUM RENTALS.INC and SEAN RODERICK LEE-ROY (the 'Landlord') applied for an order requiring MICHAEL SIDIROPOULOS (the 'Tenant') to pay the rent that the Tenant owes and because the Tenant agreed to terminate the tenancy (L3); and because the Tenant has not paid the full amount of rent owing to the Landlord (L9).

This application was heard by videoconference on December 14, 2022. Only the Landlord's representative Edwin Sadasivam attended the hearing.

As of 10:30am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Tenant did not pay the total rent they were required to pay for the period from August 1, 2022 to January 7, 2023.
3. The lawful rent is \$1,832.90. It is due on the 1st day of each month.
4. The Landlord is holding a \$1,832.90 last month rent deposit. Interest was paid on September 30, 2021.
5. The Tenant has made payments of \$5,498.70 since the application was filed.
6. The rent arrears owing to January 7, 2023 are \$2,218.06
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenant agreed to terminate the tenancy on August 31, 2022 by signing an N11 agreement to terminate the tenancy.



It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated. The Tenant must move out of the rental unit on or before January 7, 2023.
2. If the unit is not vacated on or before January 7, 2023, then starting January 8, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 January 8, 2023
4. The Tenant shall pay to the Landlord \$2,620.06. This amount includes rent arrears owing up to January 7, 2023 and the cost of the application minus the rent deposit and interest owing.
5. The total amount the Tenant owes the Landlord is \$2,620.06.
6. The Tenant shall also pay to the Landlord \$60.25 for each day the Tenant remains in the rental unit after January 7, 2022.
7. If the Tenant does not pay the Landlord the full amount owing on or before December 20, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 21, 2022 at 2.00% annually on the balance outstanding.

December 15, 2022

Date Issued

Greg Joy
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 July 8, 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.

