

Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-94349-20

In the matter of: 5944 CANDLEBROOK CRT
MISSISSAUGA ON L5V2V5

Between: Muhammad Akhtar Landlord

and

Tara Zolnai Tenant

Muhammad Akhtar (the 'Landlord') applied for an order to terminate the tenancy and evict Tara Zolnai (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Landlord requires possession of the unit for his own residential use.

This application was heard in Passcode: 611 354 038# on December 17, 2020.

Only the Landlord and the Landlord's representative, J. Persaud, attended the hearing.

Determinations:

1. As a preliminary matter the Landlord's representative requested the Board's consent to withdraw that portion of the Landlord's application pertaining to termination to allow for the Landlord's own residential use.
2. I have considered the Landlord's request for withdrawal in accordance with subsection 200(4) of the *Residential Tenancies Act, 2006* and consent to the withdrawal of the Landlord's application to terminate the tenancy to allow for the Landlord's residential use.
3. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2020 to December 31, 2020. Because of the arrears, the Landlord served a Notice of Termination.
4. The Landlord collected a rent deposit of \$2,450.00 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from October 19, 2017 to November 30, 2020.
6. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The portion of the Landlord's application pertaining to termination to allow for the Landlord's own residential use of the unit is withdrawn.
2. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 24, 2021.
3. The Tenant shall pay to the Landlord \$23,438.69*, which represents the amount of rent owing and compensation up to January 13, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
4. The Tenant shall also pay to the Landlord \$90.62 per day for compensation for the use of the unit starting January 14, 2021 to the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$190.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing* on or before January 24, 2021, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2021 at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before January 24, 2021, then starting January 25, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 25, 2021.
9. If, on or before January 24, 2021, the Tenant pays the amount of \$27,140.00** to the Landlord or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated and the Tenant could remain in the unit. If this payment is not made in full and on time, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

10. The Tenant may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after January 25, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlord.



Lynn Mitchell
Member, Landlord and Tenant Board

January 13, 2021
Date Issued

Central-RO
3 Robert Speck Pkwy, 5th Floor
Mississauga ON L4Z2G5

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 25, 2021 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 section A on the attached Summary of Calculations.
- ** Refer to section B on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: **CEL-94349-20**

A. Amount the Tenant must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears	March 1, 2020 to November 30, 2020	\$22,050.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 1, 2020 to January 13, 2021	\$3,987.28
Less the rent deposit:		-\$2,450.00
Less the interest owing on the rent deposit:	October 19, 2017 to November 30, 2020	-\$148.59
Amount owing to the Landlord on the order date: (total of previous boxes)		\$23,438.69
Additional costs the Tenant must pay to the Landlord:		\$190.00
Plus daily compensation owing for each day of occupation starting January 14, 2021:		\$90.62 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$23,628.69, + \$90.62 per day starting January 14, 2021

B. Amount the Tenant must pay to void the eviction order and continue the tenancy:

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2020 to January 31, 2021	\$26,950.00
Additional costs the Tenant must pay to the Landlord:		\$190.00
Total the Tenant must pay to continue the tenancy:	On or before January 24, 2021	\$27,140.00

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