



Order under Section 69 Residential Tenancies Act, 2006

Citation: Quinta v Szekely, 2024 ONLTB 62880

Date: 2024-09-04

File Number: LTB-L-050315-23

In the matter of: BASEMENT, 112 DIXON RD
ETOBICOKE ON M9P2L6

Between: Jose Quinta

And

Andrea Szekely
Attila Beczo

I hereby certify this is a
true copy of an Order dated

SEP 4, 2024

Landlord and Tenant Board

Landlord

Tenants

Jose Quinta (the 'Landlord') applied for an order to terminate the tenancy and evict Andrea Szekely and Attila Beczo (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 19, 2024.

The Landlord's legal representative Nathan Korenberg, the Landlord, and the Tenants attended the hearing.

Determinations:

1. This matter was previously adjourned for the Tenants to arrange for a Hungarian interpreter to assist them during the hearing.
2. No interpreter was present on the date of the hearing and the Tenants were asked whether they were prepared to proceed with the hearing. The Tenants confirmed that they could proceed, and I was able to confirm that the Tenant understood the questions being asked. The Tenant Andrea Szekely responded appropriately to my questions in English.
3. Only the Tenant Andrea Szekely (AS) gave evidence on behalf of the Tenants and at times during the hearing, AS spoke to the other Tenant to confirm their position on the matter. I did not have concerns that the Tenants did not understand the proceedings or the reason for the Landlord's application.
4. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 application was filed.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$1,491.88. It is due on the 1st day of each month.

7. Based on the Monthly rent, the daily rent/compensation is \$49.05. This amount is calculated as follows: $\$1,491.88 \times 12$, divided by 365 days.
8. The Tenants have not made any payments since the application was filed.
9. The rent arrears owing to August 31, 2024 are \$23,542.66. The Tenants agreed that this is the amount of arrears outstanding.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,420.00 from the Tenants 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.
12. Interest on the rent deposit, in the amount of \$81.04 is owing to the Tenants for the period from November 1, 2020 to August 19, 2024.
13. AS testified that they would not be able to pay the arrears and requested a postponement of eviction for one month.
14. AS also gave evidence that their currently monthly income is \$1,000.00 which is received from ODSP for their 18-year-old son. AS testified that her son has a genetic disorder and that he cannot speak or read. The evidence of AS is that her son is entirely dependent for day-to-day care.
15. The Landlord's representative did not oppose the extension of time requested by the Tenants.
16. 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 not be unfair to postpone the eviction until September 30, 2024 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$25,220.54 if the payment is made on or before September 30, 2024. See Schedule 1 for the calculation of the amount owing.
3. 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 September 30, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **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 September 30, 2024**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$21,667.69. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$49.05 per day for the use of the unit starting August 20, 2024 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before September 30, 2024, the Tenants will start to owe interest. This will be simple interest calculated from October 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 30, 2024, then starting October 1, 2024, 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 October 1, 2024.

September 4, 2024
Date Issued



Kyle McGraw
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 April 1, 2025 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 September 30, 2024

Rent Owing To September 30, 2024	\$25,034.54
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	\$25,220.54

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

Rent Owing To Hearing Date	\$22,982.73
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	- \$1,420.00
Less the amount of the interest on the last month's rent deposit	- \$81.04
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	\$21,667.69
Plus daily compensation owing for each day of occupation starting August 20, 2024	\$49.05 (per day)