



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Policelli v Lavs, 2024 ONLTB 29557

Date: 2024-05-01

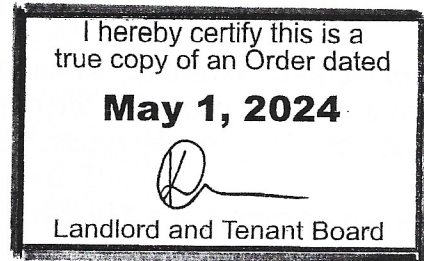
File Number: LTB-L-088595-23

In the matter of: 512 Cottagers Green Dr.
Mississauga, ON L5B4J2

Between: Anthony Policelli
Tina Policelli

And

Mason Lavs



Landlord

Tenant

Anthony Policelli and Tina Policelli (collectively the 'Tenant') applied for an order to terminate the tenancy and evict Mason Lavs (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on April 16, 2024.

The Landlord's representative, Berkan Altun, the Landlord, Anthony Policelli (on his own behalf and on behalf of Landlord Tina Policelli), and the Tenant attended the hearing.

The Tenant met with Tenant Duty Counsel and obtained summary legal information prior to the commencement of the hearing.

At the hearing the parties consented to the following terms and conditions. I was satisfied that the parties provided informed consent.

Preliminary Issue – Rent Increase

1. The monthly rent at the time the lease was signed was \$1,800.00 a month. On May 1, 2020, the Landlord raised the rent to \$2,050.00 per month without the Board required notice of rent increase, (NORI). The Landlord's representative submitted that this increase was done because prior to this increase, the Landlord had not increased the rent for years.
2. Divisional Court decision Price v. Turnbull's Grove Inc., 2007 ONCA 408 deals with this situation and is binding on me.
3. In Price v. Turnbull's Grove Inc. the Court considered provisions as they existed in the former legislation that are basically the equivalent of the current subsections 116(4), 136(1) and (2). Those subsections read as follows:

Finance & Enforcement

Reference File No: P0794/24

No. de dossier:

EVICTON ADDRESS: 512 COTTAGERS GREEN DR
ADRESSE DU BIEN: MISSISSAUGA
ÔU A LIEU: L5B 4J2

Court File No: LTB-L-088595-23

Court File Date:

Additional Court Files:

**DELIVERY OF VACANT POSSESSION
REMISE DE LA LIBRE POSSESSION**

BY VIRTUE of a Landlord and Tenant Board Order or an order of the court to me directed and delivered, I did on this day at 1245 a.m./p.m. deliver vacant possession of the above noted premises to:

EN VERTU d'une ordonnance de la Commission de la location immobilière ou d'une ordonnance judiciaire qui m'a été adressée et remise, j'ai remis la libre possession des locaux/du logement locatif susmentionnés à: _____ avant-midi/après-midi à:

Name of Landlord/Motgagee or Agent/Lawyer:

Nom du locateur/créancier hypothécaire ou du mandataire/de l'avocat:

ANTHONY POLICELLI & TINA POLICELLI

DATED at: Brampton, Ontario

FAIT à:

this 20 day of August 2024
ce


Enforcement Officer

**ACKNOWLEDGEMENT OF VACANT POSSESSION
ACCUSÉ DE RÉCEPTION DE LA LIBRE POSSESSION**

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED VACANT POSSESSION OF THE ABOVE NOTED PREMISES.
JE CONVIRME PAR LA PRÉSENTE QUE J'AI RECU LA LIBRE POSSESSION DES LOCAUX/DU LOGEMENT LOCATIF SUSNOMMEÉS

DATED at: Brampton, Ontario

FAIT à:

this 20 day of August 2024
ce

Name of Landlord/Motgagee or Agent/Lawyer:

Nom du locateur/créancier hypothécaire ou du mandataire/de l'avocat:

ANTHONY POLICELLI
PRINT NAME

Anthony Policelli
SIGNATURE

Eviction cancelled at the request of the Landlord/Mortgagee or Agent/Lawyer

Éviction annulée à la demande du locateur/créancier hypothécaire ou du mandataire/de l'avocat

I acknowledge that by requesting the cancellation of this evicton, I accept that any future requests to execute this order will be subject to the payment of new enforcement fees and appropriate mileage expenses.

Je reconnais qu'en demandant l'annulation de l'éviction, j'accepte que toute demande future d'exécuter cette ordonnance sera assujettie à l'obligation de payer à nouveau les droits d'exécution et les dépenses de déplacement appropriées

Name of Landlord/Motgagee or Agent/Lawyer:

Nom du locateur/créancier hypothécaire ou du mandataire/de l'avocat:

10. At the hearing, parties agreed to a non-voidable eviction order with an enforcement date of May 26, 2024.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. **The Tenant must move out of the rental unit on or before May 25, 2024.**
2. The Tenant shall pay to the Landlord \$17,001.00. This amount includes rent arrears owing up to April 30, 2024, and the cost of filing the application. The overpayment of rent due to the illegal rent increase are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting May 1, 2024 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 25, 2024, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2024 at 7.00% annually on the balance outstanding.
5. If the unit is not vacated on or before May 25, 2024, then starting May 26, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 May 26, 2024.

May 1, 2024
Date Issued



Ken Audziss
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 November 26, 2024 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.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.