



Order under Section 69 Residential Tenancies Act, 2006

Citation: Patel v Sozio, 2024 ONLTB 89749

Date: 2024-12-10

File Number: LTB-L-042974-24

In the matter of: 14812 CENTREVILLE CREEK RD
CALEDON ON L7C3B1

Between: Bhavesh Patel

And

Vince-tony Sozio
Luciana Sozio
Mark Sozio

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

Dec 10, 2024


Landlord and Tenant Board

Landlord

Tenants

Bhavesh Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Vince-tony Sozio, Luciana Sozio and Mark Sozio (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 25, 2024.

The Landlord's Legal Representative Andrew McMaster, the Landlord and the Tenants Vince-tony Sozio and Luciana Sozio attended the hearing.

Preliminary Issue:

1. The amount of rent arrears claimed by the Landlord exceeds the Board's monetary jurisdiction. Section 207(1) of the Act states that the Board's monetary jurisdiction is the same as the Small Claims Court's jurisdiction, which is currently \$35,000.00. Proceeding with this application at the Board extinguishes any rights the Landlord may have to pursue the full amount owing at the Superior Court. The Landlord was made aware of the Board's monetary jurisdiction and chose to proceed with this application.
2. The Act's monetary jurisdiction pursuant to subsection 207(1) of the Act permits the Board to order the Tenant to pay the Landlord up to \$35,000.00 plus costs, if the tenancy is terminated and the Tenant vacates the rental unit. The Divisional Court's reasons in Horstein et al v. Royal Bank of Canada, 2010 ONSC 3134 (Div. Ct.) (CanLII), however permit the Board to determine that the Tenant must pay the full amount of rental arrears owed, if the Tenant wishes to void the order under section 74 of the Act.

Determinations:

3. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$4,900.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$161.10. This amount is calculated as follows: \$4,900.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to November 30, 2024, are \$38,757.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$4,900.00 from the Tenant 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.
11. Interest on the rent deposit, in the amount of \$144.32 is owing to the Tenant for the period from September 22, 2023, to November 25, 2024.
12. 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 January 31, 2025 pursuant to subsection 83(1)(b) of the Act.
13. The Tenants submitted that Marc Sozio, the third named Tenant has a medical condition such that they may not understand legal documents and this process.
14. The Tenants submitted that they were seeking to postpone eviction to the end of January 2025 in order to have time to find suitable housing for themselves.
15. The Landlord opposed any delay in eviction and were seeking a standard order. The Landlord submitted that they are in serious financial situation and are borrowing money from family members and that the arrears are now above the LTB's financial jurisdiction.
16. The parties submitted that there had been settlement discussions focused on terminating the tenancy, however these were not fruitful.
17. I have considered the submissions and in all of the circumstances determined that it would be fair to postpone eviction to January 31, 2024. The rent for December 2024 is already past due, and the last month rent deposit could be applied to January 2025, such that there is minimal financial prejudice to the Landlord. This will afford the Tenants time, particularly over the holiday period to find suitable accommodations that may best satisfy the medical condition of Marc Sozio.
18. The Tenants had indicated their intentions to raise issues in accordance with section 82(1) of the Act. The interim order LTB-L-042974-24-In issued on August 6, 2024 directed the Tenants to submit the relevant information regarding the issues at paragraph 7. The

Tenants provided a written list of issues; however the list does not substantially comply with the interim order, or the LTB form for that purpose. As a result, I declined to consider their issues and advised that they may submit their own Tenant applications.

19. However, I did review the issues to determine if there was an issue that might have constituted a serious breach under the Act such that I must refuse eviction. I was not satisfied that any of the issues amounted individually or collectively to a serious breach under the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$43,843.00 if the payment is made on or before December 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$48,743.00 if the payment is made on or before January 31, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 31, 2025 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 31, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$33,026.18. 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 Tenant shall also pay the Landlord compensation of \$161.10 per day for the use of the unit starting November 26, 2024 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2025 at 6.00% annually on the balance outstanding.

8. If the unit is not vacated on or before January 31, 2025, then starting February 1, 2025, 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 February 1, 2025.

December 10, 2024
Date Issued



Robert Patchett
Vice Chair, 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 August 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 December 31, 2024

Rent Owing To December 31, 2024	\$43,657.00
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	\$43,843.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2025

Rent Owing To January 31, 2025	\$48,557.00
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	\$48,743.00

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

Rent Owing To Hearing Date	\$37,884.50
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	- \$4,900.00
Less the amount of the interest on the last month's rent deposit	- \$144.32
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	\$33,026.18
Plus daily compensation owing for each day of occupation starting November 26, 2024	\$161.10 (per day)