



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-99512-21

In the matter of: 1, 7 CHESTNUT HILL
BRACEBRIDGE ON P1L2C5

Between: Blue Planet Properties

and

Shawna David

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

AUGUST 23, 2021

Landlord and Tenant Board

Landlord

Tenant

Blue Planet Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Shawna David (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 23, 2021.

The Landlord's agent Minna Hu attended the hearing.

The Tenant was not present or represented by 10:00 a.m. although properly served with notice of the hearing by the Board.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from February 1, 2021 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective March 30, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$988.37.
4. The Landlord is not holding a last month's rent deposit.
5. The Tenant has made no payments since the application was filed.
6. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.


7. In particular, I accepted the Landlord's uncontested evidence that the Landlord tried to negotiate repayment of the arrears even before serving the Tenant with the N4 Notice of Termination. At that time, the Tenant promised to get back to the Landlord. The Tenant did not do so and the Tenant has not responded to any of the Landlord's phone calls or texts messages since. Despite the Tenant's failure to participate in negotiations the Landlord's efforts satisfied the obligation under subsection 83(6) of the Act.
8. Further, the Landlord was not aware of any circumstances of the Tenant that would favour refusal of or postponement of eviction and the Tenant was not present to provide evidence on this issue. In the absence of such evidence and where the Tenant's arrears have continued to escalate unabated my finding is that the rental unit has become unaffordable to the Tenant and that it would be unfair to grant relief from eviction.

It is ordered that:

1. 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 September 3, 2021.
2. The Tenant shall pay to the Landlord \$6,706.74*, which represents the amount of rent owing and compensation up to August 23, 2021.
3. The Tenant shall also pay to the Landlord \$32.49 per day for compensation for the use of the unit starting August 24, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before September 3, 2021, the Tenant will start to owe interest. This will be simple interest calculated from September 4, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before September 3, 2021, then starting September 4, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 September 4, 2021.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
 - i) \$7,104.59 if the payment is made on or before August 31, 2021, or
 - ii) \$8,092.96 if the payment is made on or before September 3, 2021**.If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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

September 4, 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.

August 23, 2021
Date Issued



Douglas Wilkins
Member, Landlord and Tenant Board

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 March 4, 2022 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-99512-21

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	February 1, 2021 to March 30, 2021	\$1,963.20
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 31, 2021 to August 23, 2021	\$4,743.54
Amount owing to the Landlord on the order date: (total of previous boxes)		\$6,706.74
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 24, 2021:		\$32.49 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$6,892.74, + \$32.49 per day starting August 24, 2021

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

1. If the payment is made on or before August 31, 2021:

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2021 to August 31, 2021	\$6,918.59
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before August 31, 2021	\$7,104.59

2. If the payment is made after August 31, 2021 but on or before September 3, 2021:

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2021 to September 30, 2021	\$7,906.96
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before September 3, 2021	\$8,092.96