



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

**File Number:** TEL-19637-21

**In the matter of:** HOUSE, 1574 HIGHWAY 2 ROAD  
COURTICE ON L1E2R7

**Between:** Town & Country Prop

**and**

Lindsay Taylor

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

January 17, 2022

*LC*

**Landlord and Tenant Board**

Landlord

Tenant

Town & Country Property Managers (the 'Landlord') applied for an order to terminate the tenancy and evict Lindsay Taylor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 5, 2022. The Landlord's Representative, Joey Kay, and the Tenant attended the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

**Preliminary Issues:**

1. The tenant requested an adjournment stating she did not receive the notice of termination from the Landlord or the Notice of Hearing from the Board.
2. The notice of termination was mailed to the Tenant on August 26, 2021 by the Landlord. The Tenant confirmed the mailing address at the hearing. The Tenant did not provide any explanation as to why she might not have received the notice of termination. Absent such an explanation, I find that the Tenant was properly served with the notice of termination.
3. The notice of hearing was served on the Tenant by the Board by email and by regular mail on October 19, 2021. The Tenant confirmed her email address and her mailing address at the hearing. The Tenant did not provide any explanation as to why she might not have received the notice of hearing. Absent such an explanation, I find that the Tenant was properly served with the notice of hearing.
4. The Tenant's request for an adjournment was denied in light of the above.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from July 11, 2021 to January 10, 2022. Because of the arrears, the Landlord served a Notice of Termination effective September 15, 2021.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The lawful monthly rent is \$3,200.00.
4. The Tenant has made no payments since the application was filed.
5. The Landlord collected a rent deposit of \$3,200.00 from the Tenant and this deposit is still being held by the Landlord.
6. The Tenant disputed the amount of arrears claimed by the Landlord but did not have any evidence to show that the Landlord's calculations were incorrect. As a result, I find the Landlord's calculations to be correct. In light of my findings with respect to the contested issues above, the parties consented to the following order.

**On consent of the parties, 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 February 28, 2022.
2. The Tenant shall pay to the Landlord \$16,772.07\*, which represents the amount of rent owing and compensation up to January 17, 2022, less the rent deposit.
3. The Tenant shall also pay to the Landlord \$105.21 per day for compensation for the use of the unit starting January 18, 2022 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 February 28, 2022, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 28, 2022, then starting March 1, 2022, 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 March 1, 2022.
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) \$22,586.00 if the payment is made on or before February 10, 2022, or

ii) \$25,786.00 if the payment is made on or before February 28, 2022\*\*. 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 March 1, 2022 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.

**January 17, 2022**

**Date Issued**



Richard Ferriss

Member, Landlord and Tenant Board

Toronto East-RO  
2275 Midland Avenue, Unit 2  
Toronto ON M1P3E7

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 September 1, 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: TEL-19637-21

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	July 11, 2021 to September 15, 2021	\$6,926.03
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	September 16, 2021 to January 17, 2022	\$13,046.04
Less the rent deposit:		-\$3,200.00
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$16,772.07</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting January 18, 2022:		\$105.21 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$16,958.07, + \$105.21 per day starting January 18, 2022</b>

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

**1. If the payment is made on or before February 10, 2022:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	July 11, 2021 to February 10, 2022	\$22,400.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before February 10, 2022	<b>\$22,586.00</b>

**2. If the payment is made after February 10, 2022 but on or before February 28, 2022:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	July 11, 2021 to March 10, 2022	\$25,600.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before February 28, 2022	<b>\$25,786.00</b>