

Laborde v Isaac, 2021 CanLII 90153 (ON LTB)

Date: 2021-05-06  
File number: SWL-44004-20  
Citation: Laborde v Isaac, 2021 CanLII 90153 (ON LTB), <<https://canlii.ca/t/jj7r5>>, retrieved on 2024-02-01



**Tribunals Ontario**  
Landlord and Tenant Board

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

**File Number:** SWL-44004-20

**In the matter of** 1244 GILES BLVD EASTWINDSOR ON N9A  
**f:** 4G6

**Between:** Jean Laborde Landlord

**and**

Crystal Isaac Tenant

Jean Laborde (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Isaac (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application). The Landlord also applied for an order to terminate the tenancy and evict the Tenant because he has been persistently late in paying his rent (L2 Application).

This application was heard by way of video conference on April 26, 2021. The Landlord's Legal Representative, John Kulikowski attended the hearing. As of 1:40 pm, the Tenant was not present or represented at the hearing although properly served notice of this hearing by the Board.

**Determinations:**

L1 Application

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from August 29, 2019 to April 28, 2021. Because of the arrears, the Landlord served a Notice of Termination effective June 2, 2020.

2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$2,000.00.
4. The Tenant has not made any payments to the Landlord since the application was filed.
5. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from August 30, 2019 to June 2, 2020.

### L2 Application

7. The Landlord's Representative presented uncontested submissions that the Tenant has paid rent persistently late for the period of September 2019 to May 2020. Since May 2020, the Tenant has not paid any rent to Landlord.

### Relief from Eviction

8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 and whether or the Landlord attempted to negotiate repayment of the arrears of rent, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

### **It is ordered 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 17, 2021.
2. The Tenant shall pay to the Landlord \$24,964.39\*, which represents the amount of rent owing and compensation up to May 6, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$65.75 per day for compensation for the use of the unit starting May 7, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$190.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing\* on or before May 17, 2021, the Tenant will start to owe interest. This will be simple interest calculated from May 18, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 17, 2021, then starting May 18, 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 May 18, 2021.

8. This order terminates the tenancy and permits the Landlord to file the order with Court Enforcement Office (Sheriff) to evict the Tenant. However, as of the date this matter was heard, the Sheriff cannot enforce this order as a result of [Ontario Regulation 266/21](#) made under the *Emergency Management and Civil Protection Act* on April 8, 2021. The Tenant cannot be evicted from the rental unit while this regulation is in force. Eviction by the Sheriff may occur after the regulation is removed by the Ontario Government.



**May 6, 2021**

**Date Issued**

Member, Landlord and Tenant Board

Dawn Wickett

South West-RO  
150 Dufferin Avenue, Suite 400, 4th Floor London ON  
N6A5N6

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 18, 2021 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.

**Schedule 1 SUMMARY OF CALCULATIONS**

**File Number: SWL-44004-20**

**A. Amount the Tenant must pay as 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)	August 29, 2019 to June 2, 2020	\$4,774.51
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	June 3, 2020 to May 6, 2021	\$22,223.50
Less the rent deposit:		-\$2,000.00
Less the interest owing on the rent deposit:	August 30, 2019 to June 2, 2020	-\$33.62
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$24,964.39</b>
Additional costs the Tenant must pay to the Landlord:		\$190.00
Plus daily compensation owing for each day of occupation starting May 7, 2021:		\$65.75 (per day)
<b>Total the Tenant must pay the Landlord as the tenancy is terminated:</b>		<b>\$25,154.39, + \$65.75 per day starting May 7, 2021</b>

