



Order under Section 69
Residential Tenancies Act, 2006

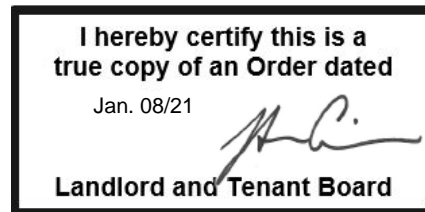
File Number: CEL-93598-20

In the matter of: 904, 1547 MISSISSAUGA VALLEY BOULEVARD
MISSISSAUGA ON L5A3X8

Between: Morguard Nar Canada Limited Partnership Landlord

and

Norman E. Noseworthy
Shireen Chambers



Tenants

Morguard Nar Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Norman E. Noseworthy and Shireen Chambers (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 20, 2020.

The Landlord and the first-named Tenant attended the hearing. The Landlord was represented by Martin Zarnett.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from February 1, 2020 to November 30, 2020. Because of the arrears, the Landlord served a Notice of Termination effective February 21, 2020.
2. The Tenants are still in possession of the rental unit.
3. The lawful monthly rent increased to \$1,931.58 effective September 1, 2020.
4. The Tenants paid \$1,890.00 after the application was filed.
5. The Landlord collected a rent deposit of \$1,890.00 from the Tenants and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenants for the period from January 1, 2020 to February 21, 2020.
7. The arrears and costs owing to November 30, 2020 total \$15,419.74.
8. The Landlord seeks a standard, voidable, eleven-day order.

TENANT'S REQUEST FOR RELIEF

9. The Tenant does not dispute the arrears as claimed by the Landlord.
10. He explains that he has had to deal with medical issues affecting his son, which resulted in the accumulation of arrears. The Tenant seeks relief in the form of a delay in eviction to February 20, 2021. He states that he has made alternative arrangements for housing which will only become available February 21, 2021; thus he requires an extension to that time.
11. In exchange for the extension sought, the Tenant is able to pay the rent for November 2020 by December 2, 2020; the rent for December 2020, by December 16, 2020; and the rent for January 2021 on or before January 1, 2021.
12. The Landlord was agreeable to the Tenant's request provided the payments were made.
13. I permitted the Landlord to submit post-hearing submissions on December 3, 2020, December 17, 2020 and January 4, 2021 to provide updates on these payments; the parties agreed that if there was compliance with all the terms, the order the Tenant sought would be issued. However, if there was a breach on any one of the terms, a standard eleven-day order would be issued.
14. As of, December 8, 2020, the Landlord's records show the Tenant has made a total of \$7,726.32 when the required total to pay was \$5,794.74 by January 4, 2021. As such, I find that the Tenant has complied with the terms he proposed, that were agreeable to the Landlord. An order shall issue granting the Tenant the extension he sought.
15. 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 February 20, 2021 pursuant to subsection 83(1)(b) of the Act.
16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 20, 2021.
2. The Tenants shall pay to the Landlord \$9,978.52*, which represents the amount of rent owing and compensation up to January 8, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$63.50 per day for compensation for the use of the unit starting January 9, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$175.00 for the cost of filing the application.

5. If the Tenants do not pay the Landlord the full amount owing* on or before January 19, 2021, the Tenants will start to owe interest. This will be simple interest calculated from January 20, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 20, 2021, then starting February 21, 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 February 21, 2021.
8. **If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:**
 - i) **\$11,556.58 if the payment is made on or before January 31, 2021, or**
 - ii) **\$13,488.16 if the payment is made on or before February 20, 2021**.****If the Tenants do 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 Tenants 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 February 21, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.



January 8, 2021
Date Issued

Sonia Anwar-Ali
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 August 21, 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.

** Refer to section B on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: CEL-93598-20

A. Amount the Tenants 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, 2020 to February 21, 2020	\$1,304.88
Less the amount the Tenants paid to the Landlord		-\$9,616.32
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	February 22, 2020 to January 8, 2021	\$20,185.88
Less the rent deposit:		-\$1,890.00
Less the interest owing on the rent deposit:	January 1, 2020 to February 21, 2020	-\$5.92
Amount owing to the Landlord on the order date: (total of previous boxes)		\$9,978.52
Additional costs the Tenants must pay to the Landlord:		\$175.00
Plus daily compensation owing for each day of occupation starting January 9, 2021:		\$62.14 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$10,153.52, + \$62.14 per day starting January 9, 2021

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

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

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to January 31, 2021	\$20,997.90
Less the amount the Tenants paid to the Landlord:		-\$9,616.32
Additional costs the Tenants must pay to the Landlord:		\$175.00
Total the Tenants must pay to continue the tenancy:	On or before January 31, 2021	\$11,556.58

2. If the payment is made after January 31, 2021 but on or before February 20, 2021:

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to February 28, 2021	\$22,929.48
Less the amount the Tenants paid to the Landlord:		-\$9,616.32
Additional costs the Tenants must pay to the Landlord:		\$175.00
Total the Tenants must pay to continue the tenancy:	On or before February 20, 2021	\$13,488.16