



Order under Section 69
Residential Tenancies Act, 2006

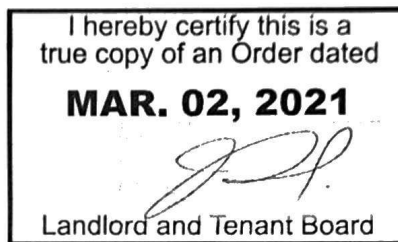
File Number: SOL-16150-20

In the matter of: UNIT 4, 318 MAIN STREET W
GRIMSBY ON L3M1S6

Between: 2563950 Ontario Inc

and

Valerie Desjardins



Landlord

Tenant

2563950 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Valerie Desjardins (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard on February 2, 2021.

Only the Landlord's agent, C. Watson, attended the hearing.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from May 1, 2020 to February 28, 2021. Because of the arrears, the Landlord served a Notice of Termination effective August 16, 2020.
2. The Landlord collected a rent deposit of \$1,400.00 from the Tenant and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenant for the period from February 27, 2020 to August 16, 2020.
4. The Landlord's agent is the owner and principal of the corporate landlord. The Landlord's agent testified that the tenancy began in March 2020. In April 2020, the Tenant advised the Landlord's agent that the Tenant can only afford to pay \$1,000.00 for rent. The Landlord's agent agreed to accept that amount and further agreed to negotiate payment of the balance of rent. In May 2020, the Tenant advised the Landlord's agent that the Tenant was employed and was able to pay \$1,000.00 a month in rent. Despite the Tenant's April 2020 request and May 2020 representation to the Landlord's agent that the Tenant was employed and able to pay \$1,000.00, the Tenant did not tender any payment to the Landlord.

5. I conclude from the Landlord's agent's evidence that he attempted to negotiate with the Tenant a settlement of the Tenant's rent arrears.
6. I have considered all of the other disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
7. The Tenant did not attend the hearing to give evidence of their circumstances or to oppose the Landlord's application to evict the Tenant.

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 March 13, 2021.
2. The Tenant shall pay to the Landlord \$10,635.86*, which represents the amount of rent owing and compensation up to March 2, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$46.03 per day for compensation for the use of the unit starting March 3, 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 March 13, 2021, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 13, 2021, then starting March 14, 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 March 14, 2021.
8. If, on or before March 13, 2021, the Tenant pays the amount of \$13,586.00** to the Landlord or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated and the Tenant could remain in the unit. If this payment is not made in full and on time, 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 14, 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.



Harry Cho
Member, Landlord and Tenant Board

March 2, 2021

Date Issued

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7

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 14, 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: SOL-16150-20

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)	May 1, 2020 to August 16, 2020	\$2,936.44
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 17, 2020 to March 2, 2021	\$9,113.94
Less the rent deposit:		-\$1,400.00
Less the interest owing on the rent deposit:	February 27, 2020 to August 16, 2020	-\$14.52
Amount owing to the Landlord on the order date: (total of previous boxes)		\$10,635.86
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting March 3, 2021:		\$46.03 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$10,821.86, + \$46.03 per day starting March 3, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	May 1, 2020 to March 31, 2021	\$13,400.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before March 13, 2021	\$13,586.00