



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

**File Number:** SOL-25964-21

**In the matter of:** 210, 19 IROQUOIS STREET  
BRANTFORD ON N3S6N8

**Between:** Lady Brantford Limited

**and**

Jennifer Stanley

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

**Mar 29, 2022**

Landlord and Tenant Board

Landlord

Tenant

Lady Brantford Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Stanley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 22, 2022. The Landlord's Legal Representative, Jackie Struthers, and the Tenant attended the hearing.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from November 1, 2020 to February 28, 2022. Because of the arrears, the Landlord served a Notice of Termination effective October 25, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,294.00 as of January 1, 2022
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. The Tenant testified that she fell into arrears of rent as she lost her employment in December 2020 as a result of the Covid lockdowns and restrictions. The Tenant has also experienced spousal separation during February 2021 and has since found it difficult to pay the rent and the accruing arrears on a single income.
7. The Tenant testified that she has since found a roommate who is set to move into the rental unit and will contribute to the monthly rent. The Tenant also a potential job interview upcoming and is hoping to return to working on a full-time basis. The Tenant proposed a repayment plan commencing May 1, 2022, in which she would pay her monthly rent on time, plus an additional \$400.00 towards the arrears of rent.

8. The Landlord opposed the repayment plan arguing that the Tenant has made no good faith payments since the filing of the application and that the Tenant provided no evidence to support new employment or a new roommate moving into the rental unit.

**Relief from eviction:**

9. 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 not be unfair to postpone the eviction until **April 30, 2022** pursuant to subsection 83(1)(b) of the Act.
10. The Tenants proposed repayment plan would require more than 3 years to repay the outstanding arrears in full and is further, solely dependent on the Tenant obtaining new employment and requiring her new roommate to contribute to the monthly rent. The Tenant provided no evidence to support these prospective changes to her financial circumstances.
11. I am however mindful to the fact that the Tenant has experienced some unforeseen hardships and as such, find it would not be unfair to allow some additional time to find alternate housing.

**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 April 30, 2022.
2. The Tenant shall pay to the Landlord \$15,948.73\*, which represents the amount of rent owing and compensation up to March 29, 2022.
3. The Tenant shall also pay to the Landlord \$42.54 per day for compensation for the use of the unit starting March 30, 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 April 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before April 30, 2022, then starting May 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 May 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) \$16,195.00 if the payment is made on or before March 31, 2022, or
  - ii) \$17,489.00 if the payment is made on or before April 30, 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 May 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.

**March 29, 2022**  
**Date Issued**

  
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Fabio Quattrociochi  
Member, Landlord and Tenant Board

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 November 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: SOL-25964-21

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	November 1, 2020 to March 29, 2022	\$15,948.73
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$15,948.73</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting March 30, 2022:		\$42.54 (per day)

<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>	<b>\$16,134.73, + \$42.54 per day starting March 30, 2022</b>
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**B. Amount the Tenant must pay to void the eviction order and continue the tenancy:**

**1. If the payment is made on or before March 31, 2022:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	November 1, 2020 to March 31, 2022	\$16,009.00
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 March 31, 2022	<b>\$16,195.00</b>

**2. If the payment is made after March 31, 2022 but on or before April 30, 2022:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	November 1, 2020 to April 30, 2022	\$17,303.00
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 April 30, 2022	<b>\$17,489.00</b>