



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

**File Number:** NOL-40115-20

**In the matter of:** 84 ROBIN STREET  
SAULT STE. MARIE

**Between:** Jun Wang

**and**

Tommi-Lynn McCoy

**I hereby certify this is a  
true copy of an Order dated  
15/04/2021  
  
Landlord and Tenant Board**

Landlord

Tenant

Jun Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Tommi-Lynn McCoy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard in Board video conference room 55 on February 4, 2021.

The Landlord and the Tenant's agent and boyfriend, Jeremy Bond, attended the hearing.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2020 to November 30, 2020. Because of the arrears, the Landlord served a Notice of Termination effective April 29, 2020.
2. The Tenant agrees with the amount outstanding as claimed by the Landlord at the hearing in the amount of \$12,675, which includes the application filing fee. According to the Tenant's agent, the pandemic has been challenging. The Tenant was in school until December 2019 and then her mom passed away. She was in a severe state of grief and unable to secure a job. The Tenant also suffers from respiratory issues and requires puffers.
3. The Tenant receives \$500 to \$600 a month from her boyfriend and is still trying to secure a job. There is an inconsistent amount of money coming into the household. The Tenant believes she can make payments on the arrears, but she is unable to make the monthly rent.
4. The Tenant did receive Canada Emergency Response Benefit ('CERB') payments, but as of the hearing the Tenant was no longer receiving assistance.
5. Given the Tenant's admitted inability to maintain the monthly rent I find that any repayment plan would be detrimental to both parties. Furthermore, the Tenant did not

provide any concrete plan or sufficient evidence to support a financial plan moving forward; therefore, the Board cannot turn its mind to any repayment plan.

6. The Landlord collected a rent deposit of \$1,300.00 from the Tenant and this deposit is still being held by the Landlord.
7. Interest on the rent deposit is owing to the Tenant for the period from November 1, 2019 to April 29, 2020.
8. The Tenant paid \$3,100.00 after the application was filed.
9. Lastly, regarding any delay in eviction, I find that absent any substantial evidence before the Board, there is no reason to delay. While I understand there is a pandemic going on, the Tenant has provided no alternative or reason for a delay.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's attempts to negotiate a repayment plan with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. 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 Tenant is terminated. The Tenant must move out of the rental unit on or before April 26, 2021.
2. The Tenant shall pay to the Landlord \$13,127.00\*, which represents the amount of rent owing and compensation up to April 15, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$42.74 per day for compensation for the use of the unit starting April 16, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$175.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing\* on or before April 26, 2021, the Tenant will start to owe interest. This will be simple interest calculated from April 27, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before April 26, 2021, then starting April 27, 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 April 27, 2021.

8. If, on or before April 26, 2021, the Tenant pays the amount of \$15,275.00\*\* 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 April 27, 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.

**April 15, 2021**  
**Date Issued**



Shelby Whittick  
Member, Landlord and Tenant Board

Northern-RO  
199 Larch Street, Provincial Building, Suite 301  
Sudbury ON P3E5P9

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 October 27, 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: NOL-40115-20**

**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)	March 1, 2020 to April 29, 2020	\$2,539.45
Less the amount the Tenant paid to the Landlord		-\$3,100.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	April 30, 2020 to April 15, 2021	\$15,001.74
Less the rent deposit:		-\$1,300.00
Less the interest owing on the rent deposit:	November 1, 2019 to April 29, 2020	-\$14.19
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$13,127.00</b>
Additional costs the Tenant must pay to the Landlord:		\$175.00
Plus daily compensation owing for each day of occupation starting April 16, 2021:		\$42.74 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$13,302.00, + \$42.74 per day starting April 16, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	March 1, 2020 to April 30, 2021	\$18,200.00
Less the amount the Tenant paid to the Landlord		-\$3,100.00
Additional costs the Tenant must pay to the Landlord:		\$175.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before April 26, 2021	<b>\$15,275.00</b>