



Order under Section 69
Residential Tenancies Act, 2006

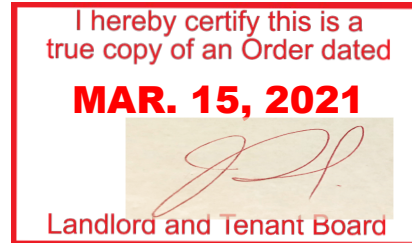
File Number: CEL-93829-20
CEL-93828-20

In the matter of: BSMT, 2450 GLAMWORTH CRESCENT
MISSISSAUGA ON L5K1G3

Between: Peter Simon

and

Justin Cook



Landlord

Tenant

Peter Simon (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Cook (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 the Tenant has been persistently late in paying the Tenant's rent. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date ('L2 Application').

This application was heard by videoconference on February 4, 2021. Only the Landlord attended the hearing. As of 9:26 a.m. the Tenant was not present or represented although properly served with notice of this hearing by the Board.

Determinations:

L2 Application

1. The Tenant was late on 10 occasions during the 12-month period between April 2019 and March 2020. The Landlord then issued a Notice of Termination (N8) for persistent late payment on March 18, 2020. The Tenant has not paid rent since then and is therefore late in making payments for the most recent 12-month period.
2. Therefore, I find that the Tenant has persistently failed to pay the rent on the date it was due.

L1 Application

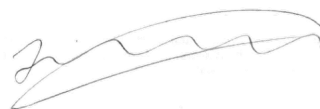
3. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2020 to February 28, 2021. Because of the arrears, the Landlord served a Notice of Termination effective March 17, 2020.

4. The Tenant is in possession of the rental unit.
5. The lawful monthly rent is \$1,533.00.
6. The Landlord collected a rent deposit of \$1,500.00 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 February 1, 2019 to March 17, 2020.
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 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, 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 pursuant to the L2 application. The Tenant must move out of the rental unit on or before March 26, 2021.
2. The Tenant shall pay to the Landlord \$17,515.84*, which represents the amount of rent owing and compensation up to March 15, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$50.40 per day for compensation for the use of the unit starting March 16, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$350.00 for the cost of filing the applications.
5. If the Tenant does not pay the Landlord the full amount owing* on or before March 26, 2021, the Tenant will start to owe interest. This will be simple interest calculated from March 27, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 26, 2021, then starting March 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 March 27, 2021.

March 15, 2021
Date Issued



Vladimir Nikitin
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 September 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: CEL-93829-20

A. Amount the Tenant must pay as the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	March 1, 2020 to March 17, 2020	\$838.36
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 18, 2020 to March 15, 2021	\$18,214.64
Less the rent deposit:		-\$1,500.00
Less the interest owing on the rent deposit:	February 1, 2019 to March 17, 2020	-\$37.16
Amount owing to the Landlord on the order date: (total of previous boxes)		\$17,515.84
Additional costs the Tenant must pay to the Landlord:		\$350.00
Plus daily compensation owing for each day of occupation starting March 16, 2021:		\$50.40 (per day)
Total the Tenant must pay the Landlord as the tenancy is terminated:		\$17,865.84, + \$50.40 per day starting March 16, 2021