



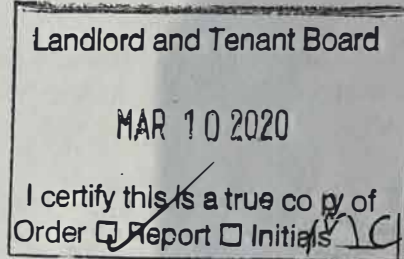
Order under Section 78(6)
Residential Tenancies Act, 2006

File Number: CEL-93284-20

In the matter of: 7 LAKEVIEW AVE
ORILLIA ON L3V6E6

Between: Frontline Property Management

and
Gerry Moore



Landlord

Tenant

Frontline Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Gerry Moore (the 'Tenant') and for an order to have the Tenant pay the rent the Tenant owes because the Tenant failed to meet a condition specified in the mediated settlement issued by the Board on January 31, 2020 with respect to application CEL-90206-19.

Determinations:

1. The mediated settlement provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant did not meet certain condition(s) specified in the settlement.
2. I find that the Tenant has not met the following condition specified in the settlement: The Tenant did not pay \$1,595.00 (February 2020 rent) to the Landlord on or before February 15, 2020.
3. The previous application included a request for an order for the payment of arrears of rent. The resulting mediated settlement required the Tenant to pay rent or some or all of the arrears of rent. Accordingly, in addition to eviction, the Landlord is entitled to request an order for the payment of arrears of rent and compensation.
4. The amount that is still owing, according to the terms of the mediated settlement, for arrears of rent, is \$3,180.00.
5. Since the date of the mediated settlement, the Tenant has failed to pay the full rent that became owing for the period from February 1, 2020 to February 29, 2020.
6. The Landlord collected a rent deposit of \$1,595.00 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 August 1, 2018 to March 10, 2020.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 21, 2020.
2. The Tenant shall pay to the Landlord \$3,133.72*. This amount represents the rent owing up to March 10, 2020, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$52.44 per day for compensation for the use of the unit starting March 11, 2020 to the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing* on or before March 21, 2020, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2020 at 3.00% annually on the balance outstanding.
5. If the unit is not vacated on or before March 21, 2020, then starting March 22, 2020, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 22, 2020.

March 10, 2020

Date Issued



Alex Brkic
Member, Landlord and Tenant Board

Central-RO
3 Robert Speck Pkwy, 5th Floor
Mississauga ON L4Z2G5

The tenant has until March 20, 2020 to file a motion with the Board to set aside the order under s. 78(9) of the Act. If the tenant files the motion by March 20, 2020 the order will be stayed and the Board will schedule a hearing.

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 22, 2020 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 the attached Summary of Calculations.