



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

**File Number:** SOL-14380-20

**In the matter of:** 348 WEST 5TH STREET  
HAMILTON ON L9C3P3

**Between:** Howard Fan Landlords  
Wendy Wei

**and**

Meagan Cormack Tenant

Howard Fan and Wendy Wei (the 'Landlords') applied for an order to terminate the tenancy and evict Meagan Cormack and Brigitte Bleses (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by video conference on November 23, 2020. The Landlord, Howard Fan attended the hearing. Only one of the Tenants, Brigitte Bleses attended the hearing and spoke with Duty Counsel prior to the hearing. As of 12:20 pm, the Tenant, Megan Cormack was not present or represent at the hearing although served proper notice of the hearing by the Boar.

**Determinations:**

*Preliminary Issues*

1. The Tenant, Brigitte Bleses ('BB') requested to be removed from the lease at the time she moved out of the rental unit. However, the Landlord told her that she required the consent of the second Tenant before removing her from the lease. As there is a no contact order between the Tenants, BB has not been able to speak to the other Tenant to get consent to be removed from the lease. The Landlord testified that he was aware BB moved out of the rental unit in March 2020, but he does not want to remove BB from the lease until he can obtain consent from the other Tenant.
2. I find that BB is not a Tenant and is therefore removed from the application. In making this finding, I considered BB's undisputed evidence that she moved out of the residential unit on March 7, 2020 and therefore is not in possession, despite the Landlord not removing her from the lease. BB was clear that she is not able to communicate with the other Tenant due to a no communication order, and therefore it is unreasonable for the Landlord to expect BB to seek consent from the other Tenant in order to be removed from

the lease. Further, for a tenant to be named on an L1 application, the tenant must be in possession of the rental unit at the time it was filed to the Board by the Landlord. In this matter, the Landlord filed the application with the Board on April 3, 2020, being after the date the Landlord became aware BB had already moved out of the rental unit.

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 November 30, 2020. Because of the arrears, the Landlords served a Notice of Termination effective April 2, 2020.
4. The Tenant is in possession of the rental unit.
5. The lawful monthly rent is \$1,850.00 effective May 1, 2020.
6. The Landlords collected a rent deposit of \$1,850.00 from the Tenants and this deposit is still being held by the Landlords.
7. Interest on the rent deposit is owing to the Tenant for the period from December 30, 2019 to May 1, 2020.
8. The Tenant paid \$10,675.00 after the application was filed.

Relief from eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 and whether the Landlord attempted to renegotiate repayment of the arrears, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act
10. **Due to heavy use on the postal system during this time the date for enforcement has been extended.**

**It is ordered that:**

1. Unless the Tenant void the order as set out below, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 5, 2021.
2. The Tenant shall pay to the Landlords \$3,238.95\*, which represents the amount of rent owing and compensation up to December 15, 2020, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenant shall also pay to the Landlords \$60.82 per day for compensation for the use of the unit starting December 16, 2020 to the date the Tenants move out of the unit.
4. The Tenant shall also pay to the Landlords \$175.00 for the cost of filing the application.

5. If the Tenant do not pay the Landlords the full amount owing\* on or before January 5, 2021, the Tenants will start to owe interest. This will be simple interest calculated from January 6, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 5, 2021, then starting January 6, 2021, the Landlords 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 Landlords, on or after January 6, 2021.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlords or to the Board in trust:
  - i) \$6,150.00 if the payment is made on or before December 31, 2020, or
  - ii) \$8,000.00 if the payment is made after December 31, 2020, but on or before January 5, 2021\*\*.

If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlords 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 January 6, 2021 but before the Sheriff gives vacant possession to the Landlords. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlords.

**December 15, 2020**  
**Date Issued**



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Dawn Wickett  
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 July 6, 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-14380-20**

2020 CanLII 119699 (ON LTB)

**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 May 1, 2020	\$1,910.82
Less the amount the Tenants paid to the Landlords		-\$10,675.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 2, 2020 to December 15, 2020	\$13,866.96
Less the rent deposit:		-\$1,850.00
Less the interest owing on the rent deposit:	December 30, 2019 to May 1, 2020	-\$13.83
Amount owing to the Landlords on the order date: (total of previous boxes)		<b>\$3,238.95</b>
Additional costs the Tenants must pay to the Landlords:		\$175.00
Plus daily compensation owing for each day of occupation starting December 16, 2020:		\$60.82 (per day)
<b>Total the Tenant must pay the Landlords if the tenancy is terminated:</b>		<b>\$3,413.95, + \$60.82 per day starting December 16, 2020</b>

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

**1. If the payment is made on or before December 31, 2020:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	March 1, 2020 to December 31, 2020	\$16,650.00
Less the amount the Tenants paid to the Landlords:		-\$10,675.00
Additional costs the Tenants must pay to the Landlords:		\$175.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before December 31, 2020	<b>\$6,150.00</b>

2. If the payment is made after December 31, 2020 but on or before January 5, 2021:

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	March 1, 2020 to January 31, 2021	\$18,500.00
Less the amount the Tenants paid to the Landlords:		-\$10,675.00
Additional costs the Tenants must pay to the Landlords:		\$175.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before January 5, 2021	\$8,000.00