



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-49925-21

In the matter of: 509, 107 GRAND AVENUE
LONDON ON N6C1M3

Between: Amiraco Properties Inc. Landlord

and

Hayden Hewer Tenants
Laura Mcilhargey

Amiraco Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Laura Mcilhargey and Hayden Hewer (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The application was heard via video teleconference on June 10, 2021. An employee of the Landlord, Robert Brown attended the hearing. As of 10:18 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing the Board.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from December 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective January 22, 2021.
2. The Tenants are in possession of the rental unit.
3. The monthly rent is \$867.35.
4. The Landlord collected a rent deposit of \$850.00 from the Tenants and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenants for the period from January 1, 2020 to January 22, 2021.
6. The Tenants have not made any payments since the application was filed.
7. The Landlord attempted to negotiate a repayment plan with the Tenants without success. The Landlord stated in early February 2021 a payment plan was arranged with the Tenants by email to pay the ongoing monthly rent and a repayment of the rent arrears.

The Landlord stated nothing was paid by the Tenants. The Landlord stated that on February 17, 2021, the Tenants verbally agreed to make payments based on the agreed upon payment plan in early February 2021 and the Landlord re-issued the payment plan to the Tenants. The Landlord stated nothing was paid by the Tenants. As a result, I find that the Landlord fulfilled his duties to attempt resolution of the application during the COVID-19 pandemic pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').

7. I find the Tenants have not made any attempts to pay the arrears or the ongoing monthly rent since the application was filed. No explanation was provided by the Tenants as they did not attend the hearing. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act 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. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 28, 2021.
2. The Tenants shall pay to the Landlord \$2,931.58*, which represents the amount of rent owing and compensation up to June 17, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$28.52 per day for compensation for the use of the unit starting June 18, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before June 28, 2021, the Tenants will start to owe interest. This will be simple interest calculated from June 29, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 28, 2021, then starting June 29, 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 June 29, 2021.
8. If, on or before June 28, 2021, the Tenants pay the amount of \$4,059.00** 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 Tenants 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 Tenants 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 June

29, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

June 17, 2021
Date Issued



Kimberly Parish
Member, Landlord and Tenant Board

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

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 December 29, 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**

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A. Amount the Tenants must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	December 1, 2020 to January 22, 2021	-\$363.55
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	January 23, 2021 to June 17, 2021	\$4,163.92
Less the rent deposit:		-\$850.00
Less the interest owing on the rent deposit:	January 1, 2020 to January 22, 2021	-\$18.79
Amount owing to the Landlord on the order date: (total of previous boxes)		\$2,931.58
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 18, 2021:		\$28.52 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$3,117.58, + \$28.52 per day starting June 18, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2020 to June 30, 2021	\$3,873.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before June 28, 2021	\$4,059.00

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