



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

**File Number:** CEL-96643-20

**In the matter of:** 1, 137 MACEDONIA CRESCENT  
MISSISSAUGA ON L5B3J6

**Between:** Sandeep Gupta Landlord

**and**

Mark Smith Tenant

Sandeep Gupta (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Smith (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 17, 2021. Only the Landlord attended the hearing. As of 9:59 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from August 1, 2020 to May 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective October 19, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$853.00.
4. The Landlord collected a rent deposit of \$822.39 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from July 1, 2020 to October 19, 2020.
6. The Tenant paid \$6,840.00 after the application was filed.
7. The Landlord stated that he had spoken to the Tenant prior to the hearing. The Landlord stated that he had intended to negotiate a payment plan at the hearing. The Tenant did not attend the hearing, and the Landlord requested an order to evict the Tenant.

8. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), 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. 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 June 25, 2021.
2. The Tenant shall pay to the Landlord \$543.45\*, which represents the amount of rent owing and compensation up to June 14, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$28.04 per day for compensation for the use of the unit starting June 15, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing\* on or before June 25, 2021, the Tenant will start to owe interest. This will be simple interest calculated from June 26, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 25, 2021, then starting June 26, 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 26, 2021.
8. If, on or before June 25, 2021, the Tenant pays the amount of \$2,028.00\*\* 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 amount of \$2,028.00\*\* to continue the tenancy includes rent that has come due since the date of the hearing. The Landlord must apply payments made by the Tenant since the hearing against the amount owing.
10. 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 June 26, 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.

**June 14, 2021**  
**Date Issued**



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Kathleen Wells  
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 December 26, 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 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)	August 1, 2020 to October 19, 2020	\$1,537.83
Less the amount the Tenant paid to the Landlord		-\$6,840.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 20, 2020 to June 14, 2021	\$6,673.52
Less the rent deposit:		-\$822.39
Less the interest owing on the rent deposit:	July 1, 2020 to October 19, 2020	-\$5.51
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$543.45</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 15, 2021:		\$28.04 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$729.45, + \$28.04 per day starting June 15, 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:	August 1, 2020 to June 30, 2021	\$8,682.00
Less the amount the Tenant paid to the Landlord		-\$6,840.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before June 25, 2021	<b>\$2,028.00</b>

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