

Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-96839-20

In the matter of: UPPER LEVEL, 66 EAGLERIDGE DRIVE W
BRAMPTON ON L6R1E6

Between: Arvind Sharma Landlords
Neeta Sharma

and

James Harris Tenants
Melissa Harris (aka Solomon)

Arvind Sharma and Neeta Sharma (the 'Landlords') applied for an order to terminate the tenancy and evict Melissa Harris and James Harris (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard via videoconference on May 31, 2021.

The Landlord, Arvind Sharma and the Tenant, Melissa Harris (aka Solomon) attended the hearing.

The Tenant declined the opportunity to speak with Tenant Duty Counsel prior to the commencement of the hearing. she stated she had previously discussed her matter with legal counsel.

Determinations:

1. The Tenants have not paid the total rent they were required to pay for the period from May 1, 2020 to May 31, 2021. Because of the arrears, the Landlords served a Notice of Termination effective October 31, 2020.
2. The Tenants are in possession of the rental unit.
3. The monthly rent is \$1610.00.
4. The Landlords collected a rent deposit of \$1,575.00 from the Tenants and this deposit is still being held by the Landlords.
5. Interest on the rent deposit is owing to the Tenants for the period from August 25, 2014 to October 31, 2020.

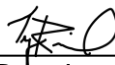
6. The Tenants paid \$6,100.00 after the application was filed.
7. The parties agreed the rent arrears owing to May 31, 2021 is \$7,900.00.
8. The Tenant stated she does want to vacate the rental unit however would require a maximum of 3 months in order to be able to find a new unit and arrange to move. She testified she has been in contact with Peel Housing and they have agreed to pay her full rent arrears, however she did not have a definite date of when this would be done.
9. The Tenant resides in the rental unit with her 2 children and stated her monthly income is approximately \$3000.00. She would be unable to pay June 2021 rent for a few weeks. Her employment has been significantly impacted due to Covid-19; full-time hours have become less than part-time. She requested relief from immediate eviction as her and her 2 children would end up homeless.
10. The Landlord stated he requested the Board to issue a standard eviction order. He does not believe the Tenant will pay the arrears she owes let alone rent that comes due. Consequently, he believes he will be prejudiced by any delay.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and the impact of Covid-19. I am concerned about the impact an immediate ouster would have on the Tenant and her 2 children, however I have also considered the Tenant's rent payment history, the significant amount of arrears already accumulated and her admitted inability to pay the rent due on the first of June 2021, which will increase the rent arrears to \$9,510.00. I find that such a delay as requested by the Tenant would more than likely be prejudicial to the Landlord. The Tenant failed to provide the Board with a reasonable, structured re-payment plan that I could consider. I find that it would not be unfair to postpone the eviction until July 10, 2021 pursuant to subsection 83(1)(b) of the Act. This delay should allow the Tenant time to obtain the funds from Peel Housing that she testified she has already been approved to receive and/or locate alternative housing.

It is ordered that:

1. Unless the Tenant voids 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 July 10, 2021.
2. The Tenants shall pay to the Landlords \$8,078.37*, which represents the amount of rent owing and compensation up to June 7, 2021, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenants shall also pay to the Landlords \$52.93 per day for compensation for the use of the unit starting June 8, 2021 to the date they move out of the unit.
4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.

5. If the Tenants do not pay the Landlords the full amount owing* on or before June 18, 2021, the Tenants will start to owe interest. This will be simple interest calculated from June 19, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 10, 2021, then starting July 11, 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 July 11, 2021.
8. If the Tenants wish to void this order and continue the tenancy, they must pay to the Landlords or to the Board in trust:
 - i) \$9,696.00 if the payment is made on or before June 30, 2021, or
 - ii) \$11,306.00 if the payment is made on or before July 10, 2021**.
 If the Tenants do 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 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 July 11, 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.

June 7, 2021
Date Issued



 Troy Rossignol
 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 January 11, 2022 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)	May 1, 2020 to October 31, 2020	\$4,340.00
Less the amount the Tenants paid to the Landlords		-\$6,100.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 1, 2020 to June 7, 2021	\$11,591.67
Less the rent deposit:		-\$1,575.00
Less the interest owing on the rent deposit:	August 25, 2014 to October 31, 2020	-\$178.30
Amount owing to the Landlords on the order date: (total of previous boxes)		\$8,078.37
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting June 8, 2021:		\$52.93 (per day)
Total the Tenants must pay the Landlords if the tenancy is terminated:		\$8,264.37, + \$52.93 per day starting June 8, 2021

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

1. If the payment is made on or before June 30, 2021:

Reasons for amount owing	Period	Amount
Arrears:	May 1, 2020 to June 30, 2021	\$15,610.00
Less the amount the Tenants paid to the Landlords:		-\$6,100.00
Additional costs the Tenants must pay to the Landlords:		\$186.00

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Total the Tenants must pay to continue the tenancy:	On or before June 30, 2021	\$9,696.00
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2. If the payment is made after June 30, 2021 but on or before July 10, 2021:

Reasons for amount owing	Period	Amount
Arrears:	May 1, 2020 to July 31, 2021	\$17,220.00
Less the amount the Tenants paid to the Landlords:		-\$6,100.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before July 10, 2021	\$11,306.00