



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

**File Number:** NOL-41208-20

**In the matter of:** 524 LANARK CRESCENT  
THUNDER BAY ON P7A7V6

**Between:** Native People Of Thunder Bay Dev. Corp. Landlord

**and**

Debbie Bird Tenant

Native People Of Thunder Bay Dev. Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Debbie Bird (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 20, 2021.

Only the Landlord's agent Cindy Pareigis attended the hearing.

The Tenant was not present or represented by 10:06 a.m. although properly served with notice of the hearing by the Board.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from May 1, 2020 to May 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective June 30, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,283.00.
4. The Landlord is not holding a last month's rent deposit.
5. The Tenant paid \$12,830.00 after the application was filed.
6. 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.


7. In particular, I accepted the Landlord's evidence that the arrears arose due to a loss of rent subsidy. I also accepted that the Tenant did not respond to the Landlord's attempts to discuss the Tenant's outstanding annual review and to discuss repayment of the arrears. On this point, the Landlord provided a document with a chronological timeline of the Landlord's attempts to contact the Tenant. By way of an example, in an April 2021 document the Landlord's agent informed the Tenant that if she completed her annual review that the Landlord would adjust the rent arrears and possibly cancel the hearing before the Board. This letter also invited the Tenant to contact the Landlord's agent. The Tenant has not responded to the Landlord's multiple attempts to negotiate repayment of the arrears and in these circumstances I find that the Landlord satisfied the obligation under subsection 83(6) of the Act. As the Landlord was not aware of any circumstances that would favour refusal of or postponement of eviction, and as the Tenant was not present to provide evidence to the contrary, I find that it would be unfair to provide relief from eviction.

**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 July 5, 2021.
2. The Tenant shall pay to the Landlord \$5,019.62\*, which represents the amount of rent owing and compensation up to June 24, 2021.
3. The Tenant shall also pay to the Landlord \$42.18 per day for compensation for the use of the unit starting June 25, 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 July 5, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 5, 2021, then starting July 6, 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 July 6, 2021.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
  - i) \$4,176.00 if the payment is made on or before June 30, 2021, or
  - ii) \$5,459.00 if the payment is made on or before July 5, 2021\*\*.If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord 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 July 6, 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 24, 2021**  
**Date Issued**

  
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Douglas Wilkins  
Member, Landlord and Tenant Board

Northern-RO  
199 Larch Street, Provincial Building, Suite 301  
Sudbury ON P3E5P9

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 6, 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**

**File Number: NOL-41208-20**

**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)	May 1, 2020 to June 30, 2020	\$1,424.00
Less the amount the Tenant paid to the Landlord		-\$12,830.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 1, 2020 to June 24, 2021	\$15,142.62
<b>Amount owing to the Landlord on the order date:</b> (total of previous boxes)		<b>\$3,736.62</b>
<b>Additional costs the Tenant must pay to the Landlord:</b>		<b>\$186.00</b>
<b>Plus daily compensation owing for each day of occupation starting June 25, 2021:</b>		<b>\$42.18 (per day)</b>
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$3,922.62, + \$42.18 per day starting June 25, 2021</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 June 30, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	May 1, 2020 to June 30, 2021	\$16,820.00
Less the amount the Tenant paid to the Landlord:		-\$12,830.00
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 30, 2021	<b>\$4,176.00</b>

**2. If the payment is made after June 30, 2021 but on or before July 5, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	May 1, 2020 to July 31, 2021	\$18,103.00
Less the amount the Tenant paid to the Landlord:		-\$12,830.00
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 July 5, 2021	<b>\$5,459.00</b>

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