



Order under Section 69
Residential Tenancies Act, 2006

File Number: NOL-41209-20

In the matter of: 641 LANARK CRESCENT
THUNDER BAY ON P7A7V7

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

and

Jessica Nicholson Tenant

Native People Of Thunder Bay Dev. Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Nicholson (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 10:18 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 February 1, 2020 to May 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective June 12, 2020.
2. The Tenant is in possession of the rental unit.
3. This is a rent-gear-to-income unit. The monthly rent was \$642.00 from February 1, 2020 to May 31, 2020. The monthly rent decreased to \$390.00 effective June 1, 2020.
4. The Landlord is not holding a last month's rent deposit.
5. The Landlord's application is confusing in that it was filed on October 27, 2020 but only specifies the rent outstanding for the period February 1, 2020 to May 31, 2020.
6. During the hearing, I reviewed the Landlord's ledger. What this ledger demonstrates is that the Tenant paid all of the rent that came due between June 1, 2020 to October 31, 2020. This explains why the Landlord's application sets out the same quantum of arrears

as found on the N4 Notice of Termination. Having paid the Landlord \$1,950.00 during this period, the Tenant paid an additional \$4,128.00 after the Landlord filed the application.

7. 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.
8. In particular, I accepted the Landlord's uncontested evidence that the Landlord has attempted to negotiate repayment of the arrears but that the Tenant has not responded to the Landlord's efforts. The tenant relations worker has attempted to contact the Tenant on many occasions, leaving calling cards at the Tenant's door. The Landlord also sent the Tenant account statements on January 25, 2021, February 19, 2021, April 4, 2021 and May 5, 2021, with the April 4, 2021 statement expressly requesting the Tenant contact the Landlord's agent as soon as possible. As the Tenant has not engaged with the Landlord, I find that there was nothing more the Landlord could do and 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 on this issue, I find that Tenant's ongoing arrears demonstrate that the rental unit is no longer affordable to the Tenant. It would be unfair in these circumstances to grant 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 \$1,477.00*, which represents the amount of rent owing and compensation up to June 24, 2021.
3. The Tenant shall also pay to the Landlord \$12.82 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) \$1,746.00 if the payment is made on or before June 30, 2021, or
 - ii) \$2,136.00 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

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



Douglas Wilkins
Member, Landlord and Tenant Board

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**

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

| Reasons for amount owing | Period | Amount |
|---|-----------------------------------|---|
| Arrears: (up to the termination date in the Notice of Termination) | February 1, 2020 to June 12, 2020 | \$771.86 |
| Less the amount the Tenant paid to the Landlord | | -\$4,128.00 |
| Plus compensation: (from the day after the termination date in the Notice to the date of the order) | June 13, 2020 to June 24, 2021 | \$4,833.14 |
| Amount owing to the Landlord on the order date: (total of previous boxes) | | \$1,477.00 |
| Additional costs the Tenant must pay to the Landlord: | | \$186.00 |
| Plus daily compensation owing for each day of occupation starting June 25, 2021: | | \$12.82 (per day) |
| Total the Tenant must pay the Landlord if the tenancy is terminated: | | \$1,663.00, + \$12.82 per day starting June 25, 2021 |

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:

| Reasons for amount owing | Period | Amount |
|---|-----------------------------------|-------------------|
| Arrears: | February 1, 2020 to June 30, 2021 | \$5,688.00 |
| Less the amount the Tenant paid to the Landlord: | | -\$4,128.00 |
| Additional costs the Tenant must pay to the Landlord: | | \$186.00 |
| Total the Tenant must pay to continue the tenancy: | On or before June 30, 2021 | \$1,746.00 |

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

| Reasons for amount owing | Period | Amount |
|---|-----------------------------------|-------------------|
| Arrears: | February 1, 2020 to July 31, 2021 | \$6,078 |
| Less the amount the Tenant paid to the Landlord: | | -\$4,128.00 |
| Additional costs the Tenant must pay to the Landlord: | | \$186.00 |
| Total the Tenant must pay to continue the tenancy: | On or before July 5, 2021 | \$2,136.00 |