

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

**File Number:** CEL-00169-21

**In the matter of:** 248, 1650 DUNDAS STREET E  
MISSISSAUGA ON L4X2Z3

**Between:** Mccor Management (east) Inc. Landlord

**and**

Garry Rose Junior Tenants  
Oshwayn Kishon Simon

Mccor Management (east) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Oshwayn Kishon Simon and Garry Rose Junior (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by video conference on July 30, 2021.

Only the Landlord's agent, V. Abreu, attended the hearing.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from February 1, 2019 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination.
2. The Landlord collected a rent deposit of \$1,612.61 from the Tenants and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenants for the period from February 2, 2021 to August 31, 2021.
4. The Landlord's agent, V. Abreu (VA) said that she had a meeting with the Tenants in March, 2021, to discuss the arrears. She said that the Tenants had proposed a payment plan, and one of the Tenants said that they would send \$500.00 immediately as a sign of good faith. VA said that is it only one of the Tenants, O. Simon, who ever pays the rent.
5. VA said that the Tenants never sent the payment they had proposed, and that despite ongoing discussions, there is no clear payment plan. She said that the Tenants made payments in June and July, 2021, but they did not pay the July, 2021, rent.

6. The Landlord requests a standard termination order.
7. I have considered all of the disclosed circumstances above in accordance with subsections 83(2) and 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In particular, the Tenants do not fulfill the terms of their own proposals for payment. Therefore I find, on a balance of probabilities that the Tenants are not able to pay the rent on time, and in full, going forward.

**It is ordered that:**

1. Unless the Tenants void 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 September 24, 2021.
2. The Tenants shall pay to the Landlord \$5,085.34\*, which represents the amount of rent owing and compensation up to September 13, 2021, less the rent deposit and interest the Landlord owes on the rent deposit (the Landlord shall deduct any amount paid from the date of the hearing to September 13, 2021).
3. The Tenants shall also pay to the Landlord \$53.02 per day for compensation for the use of the unit starting September 14, 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 September 24, 2021, the Tenants will start to owe interest. This will be simple interest calculated from September 25, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before September 24, 2021, then starting September 25, 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 September 25, 2021.
8. If, on or before September 24, 2021, the Tenants pay the amount of \$7,808.23\*\* (less any amounts paid from the date of the hearing to September 24, 2021) 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 September 25, 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.

**September 13, 2021**  
**Date Issued**

  
Nancy Morris  
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 March 25, 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: CEL-00169-21

2021 CanLII 123300 (ON LTB)

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

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2019 to August 31, 2021	\$6,009.62
Plus compensation:	September 1, 2021 to September 13, 2021	\$689.26
Less the rent deposit:		-\$1,612.61
Less the interest owing on the rent deposit:	February 2, 2021 to August 31, 2021	-\$0.93
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$5,085.34</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting September 14, 2021:		\$53.02 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$5,271.34, + \$53.02 per day starting September 14, 2021</b>

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

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2019 to September 30, 2021	\$7,622.23
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>		<b>\$7,808.23</b>