



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-44679-20

In the matter of: LOWER, 88 KAINS STREET
ST THOMAS ON N5P1P7

Between: Summit Path Properties Inc. Landlord

and

Jason Cahill Tenants
Monica Atkinson-Cahill

Summit Path Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Cahill and Monica Atkinson-Cahill (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by way of a video conference on May 31, 2021. The Landlord's Agents, J. Li and Q. Liu, attended the hearing on behalf of the Landlord. As of 10:34 a.m., the Tenants were not present or represented at the hearing, although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from July 1, 2020 to November 30, 2020. Because of the arrears, the Landlord served a Notice of Termination effective September 30, 2020.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants paid \$4,339.80 in total to the Landlord after the application was filed.
4. The Landlord is not holding a rent deposit.
5. The Tenants gave vacant possession of the rental unit to the Landlord on November 30, 2020.
6. At the hearing, the Landlords also claimed compensation from the Tenants due to alleged wilful damage at the rental unit. However, the Landlord does not claim any compensation for damage in the application itself, nor did the Landlord serve an amended application upon the Tenants. As I was not satisfied, on a balance of probabilities, that the Tenants

had notice of an application with respect to damages at the rental unit, I was unable to consider the Landlord's claim for compensation in this regard.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of November 30, 2020, the date the Tenants gave vacant possession of the rental unit to the Landlord.
2. The Tenant shall pay to the Landlord \$632.52*, which represents the amount of rent owing and compensation up to November 30, 2020.
3. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing* on or before July 19, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 20, 2021 at 2.00% annually on the balance outstanding.

July 8, 2021
Date Issued



Arnab Quadry
Member, Landlord and Tenant Board

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

* Refer to section A on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

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A. Amount the Tenants must pay as the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	July 1, 2020 to September 30, 2020	\$3,769.20
Less the amount the Tenants paid to the Landlord		-\$4,339.80
Plus compensation: (from the day after the termination date in the Notice to the date the rental unit was vacated)	October 1, 2020 to November 30, 2020	\$1,203.12
Amount owing to the Landlord on the order date: (total of previous boxes)		\$632.52
Additional costs the Tenants must pay to the Landlord:		\$201.00
Total the Tenants must pay the Landlord as the tenancy is terminated:		\$833.52

2021 CanLII 107249 (ON LTB)