



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-51000-21

In the matter of: 2605 VINE COURT
WINDSOR ON N8T2X3

Between: Gurpreet Singh Madaan Landlord

and

Paul Dufour Tenant

2021 CanLII 127282 (ON LTB)

Gurpreet Singh Madaan (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Dufour (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 12, 2021. As of 2:00 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. The Landlord and the Landlord's Legal Representative, E. Will attended the hearing.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from February 23, 2021 to August 22, 2021. Because of the arrears, the Landlord served a Notice of Termination.
2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$650.00.
4. The Tenant has made no payments since the application was filed.
5. The Landlord collected a rent deposit of \$650.00 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from November 24, 2020 to May 22, 2021.
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. Pursuant to section 83(6), I am required to consider whether the Landlord made attempts to negotiate a payment agreement. The Landlord's representative submitted that the Landlord spoke to the Tenant regarding a repayment agreement on multiple occasions. However, the Landlord had not been successful in negotiating a repayment agreement with the Tenant. I am satisfied that the Landlord attempted to negotiate a payment agreement with the Tenant.
9. With respect to section 83(2), the Tenant was not present to disclose any circumstances for me to consider delaying or denying eviction. Further, the Landlord was not aware of any of the Tenant's circumstances for me to consider delaying or denying 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 October 4, 2021.
2. The Tenant shall pay to the Landlord \$3,953.18*, which represents the amount of rent owing and compensation up to September 23, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$21.37 per day for compensation for the use of the unit starting September 24, 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 October 4, 2021, the Tenant will start to owe interest. This will be simple interest calculated from October 5, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before October 4, 2021, then starting October 5, 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 October 5, 2021.
8. If, on or before October 4, 2021, the Tenant pays the amount of \$5,386.00** 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 Tenant 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 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 October 5, 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.

September 23, 2021
Date Issued

Camille Tancioco
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on April 5, 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 23, 2021 to April 20, 2021	\$1,269.73
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	April 21, 2021 to September 23, 2021	\$3,333.72
Less the rent deposit:		-\$650.00
Less the interest owing on the rent deposit:	November 24, 2020 to April 20, 2021	-\$0.27
Amount owing to the Landlord on the order date: (total of previous boxes)		\$3,953.18
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting September 24, 2021:		\$21.37 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$4,139.18, + \$21.37 per day starting September 24, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	February 23, 2021 to October 22, 2021	\$5,200.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before October 4, 2021	\$5,386.00