



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

**File Number:** SOL-17385-20

**In the matter of:** 603, 273 VINE STREET  
ST CATHARINES ON L2M7P7

**Between:** Q Res V Operating LP Landlord

**and**

Renee Mastromatteo Tenant

Q Res V Operating LP (the 'Landlord') applied for an order to terminate the tenancy and evict Renee Mastromatteo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2021.

The Regional Manager for the Landlord, Gwen Oldershaw, the Landlord's Legal Representative, David Rubin, and the Tenant attended the hearing.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from April 1, 2020 to April 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective September 3, 2020.
2. The Monthly rent is \$1,394.11.
3. The Tenant is in possession of the rental unit.
4. The Landlord collected a rent deposit of \$1,368.11 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from March 1, 2020 to May 22, 2021.
6. As of the hearing date, the Tenant paid \$3,700.00 since the application was filed. The last payment was \$350.00 on March 19, 2021.
7. The Tenant also owes the Landlord \$186.00 for the cost of filing the application.

8. As of the hearing date, the total amount owing to the Landlord was \$10,414.43 comprised of arrears (\$10,228.43) and the Landlord's costs (\$186.00) to file the application with the Board.

Relief from Eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) 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. The Tenant testified that she cannot afford to enter into a repayment plan or stay in the unit.
10. The Landlord's Legal Representative testified that the Landlord has sent numerous emails to the Tenant trying to resolve this issue via a repayment plan, with no results. The Tenant has not paid the rent in full since before October 2020, which indicates the Tenant cannot afford to stay. The amount of arrears is outstanding is prejudicial to the Landlord, therefore the Landlord is seeking a standard 11-day voidable order.
11. The Tenant testified that she agrees with the amount of arrears owing. She has been struggling to make payments because her ex has been receiving the entire Child Tax Credit, plus she has less hours at work. She has applied for many new jobs and finally has a job interview which will help her situation if she gets the employment. She is not able to enter into a repayment plan but is hoping to stay until the end of June, although she recognizes she cannot really afford to pay the rent.

**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 May 22, 2021.
2. The Tenant shall pay to the Landlord \$9,287.01\*, which represents the amount of rent owing and compensation up to May 11, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$45.83 per day for compensation for the use of the unit starting May 12, 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 May 22, 2021, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 22, 2021, then starting May 23, 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 May 23, 2021.
8. If, on or before May 22, 2021, the Tenant pays the amount of \$11,808.54\*\* 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 May 23, 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.
10. This order terminates the tenancy and permits the Landlord to file the order with Court Enforcement Office (Sheriff) to evict the Tenant. However, as of the date this matter was heard, the Sheriff cannot enforce this order as a result of Ontario Regulation 266/21 made under the *Emergency Management and Civil Protection Act* on April 8, 2021. The Tenant cannot be evicted from the rental unit while this regulation is in force. Eviction by the Sheriff may occur after the regulation is removed by the Ontario Government.

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**May 11, 2021**  
**Date Issued**

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Diane Wade  
Member, Landlord and Tenant Board

Southern-RO  
119 King Street West, 6th Floor  
Hamilton ON L8P4Y7

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 November 23, 2021 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: SOL-17385-20**

**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)	April 1, 2020 to September 3, 2020	-\$786.95
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	September 4, 2020 to May 11, 2021	\$11,457.50
Less the rent deposit:		-\$1,368.11
Less the interest owing on the rent deposit:	March 1, 2020 to September 3, 2020	-\$15.43
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$9,287.01</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting May 12, 2021:		\$45.83 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$9,473.01, + \$45.83 per day starting May 12, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	April 1, 2020 to May 31, 2021	\$11,622.54
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 May 22, 2021	<b>\$11,808.54</b>

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