



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

**File Number:** CEL-99212-21

**In the matter of:** 55 PORTLAND STREET  
COLLINGWOOD ON L9Y2L3

**Between:** Vishal Uppal Landlord

**and**

Christopher Harris Tenant

Vishal Uppal (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Harris (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant; because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused undue damage to the premises; because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking; because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex; because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person; because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises and used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage; and because the Tenant has been persistently late in paying the Tenant's rent. The Landlord also applied for an order requiring the Tenant to compensate the Landlord for damage. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by tele/videoconference on May 3, 2021.

The Landlord and the Tenant attended the hearing.

**Determinations:**

1. The Tenant vacated the rental unit on April 30, 2021.

2. The Landlord did not have all the evidence necessary to prove his damage claim on the hearing date and requested withdrawal of this portion of his application without prejudice. The Landlord's request is granted.
3. With respect to compensation for use of the rental unit after the termination date, the Tenant did not pay the rent for March 2021 or April 2021.
4. The Landlord collected a rent deposit of \$2,200.00 from the Tenant.
5. Interest on the rent deposit is owing to the Tenant for the period from January 26, 2020 to March 31, 2021 in the amount of \$2.29.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2021.
2. The last month's rent deposit is applied to March 2021.
3. The Tenant shall pay to the Landlord \$2,197.71, which represents compensation for the use of the unit from April 1, 2021 to April 30, 2021, less the interest the Landlord owes on the rent deposit.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 24, 2021, the Tenant will start to owe interest. This will be simple interest calculated from June 25, 2021 at 2.00% annually on the balance outstanding.



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Richard Ferriss  
Member, Landlord and Tenant Board

**June 14, 2021**  
**Date Issued**

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.