



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-12588-20

In the matter of: 29, 191 QUEEN MARY DRIVE
OAKVILLE ON L6K3K6

Between: Homestead Land Holdings Limited Landlord

and

James Beck Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict James Beck (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 28, 2020. The Landlord was represented by Crystal Sankey. As of 11:45 a.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing as it appears from the Certificate of Service.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from December 1, 2019 to October 31, 2020. Because of the arrears, the Landlord served a Notice of Termination effective January 23, 2020.
2. The Tenant is in possession of the rental unit.
3. The Lawful monthly rent is \$1,689.92 as of February 1, 2020.
4. The arrears of rent owing for the period ending October 31, 2020 as of the date of hearing were \$ \$18,578.86.
5. The Landlord incurred costs of \$175.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$1,786.22 from the Tenant and this deposit is still being held by the Landlord.

7. Interest on the rent deposit is owing to the Tenant for the period from December 1, 2019 to January 23, 2020 in the amount of \$5.82.
8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a re-payment plan with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 29, 2021.
2. The Tenant shall pay to the Landlord \$27,809.32 (less any payments made to the Landlord after October 28, 2020)*, which represents the amount of rent owing and compensation up to May 18, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$55.39 per day for compensation for the use of the unit starting May 19, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$175.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before May 29, 2021, the Tenant will start to owe interest. This will be simple interest calculated from May 30, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 29, 2021, then starting May 30, 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 30, 2021.
8. If, on or before May 29, 2021, the Tenant pays the amount of \$30,583.30** 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 30, 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.

May 18, 2021
Date Issued



Dawn King
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 30, 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**

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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)	December 1, 2019 to January 23, 2020	\$2,958.77
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	January 24, 2020 to May 18, 2021	\$26,642.59
Less the rent deposit:		-\$1,786.22
Less the interest owing on the rent deposit:	December 1, 2019 to January 23, 2020	-\$5.82
Amount owing to the Landlord on the order date: (total of previous boxes)		\$27,809.32 (less any payments made to the Landlord after October 28, 2020)
Additional costs the Tenant must pay to the Landlord:		\$175.00
Plus daily compensation owing for each day of occupation starting May 19, 2021:		\$55.39 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$27,984.32 (less any payments made to the Landlord after October 28, 2020), + \$55.39 per day starting May 19, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2019 to May 31, 2021	\$30,408.30
Additional costs the Tenant must pay to the Landlord:		\$175.00
Total the Tenant must pay to continue the tenancy:	On or before May 29, 2021	\$30,583.30 (less any payments made to the Landlord after October 28, 2020)

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