



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

**File Number:** TNL-30716-21

**In the matter of:** 1605, 25 PARKWAY FOREST DRIVE  
TORONTO ON M2J1L4

**Between:** Homestead Land Holdings Limited

Landlord

**and**

Esosa Ohenhen

Tenant

2021 CanLII 111783 (ON LTB)

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

This application was heard by video conference on June 28, 2021.

Only the Landlord's Legal Representative, C. Sankey, attended the hearing which was scheduled for 9:00 a.m. and came before me in the uncontested hearing room at 10:45 a.m. The Tenant was not in attendance at that time although properly served with notice of this hearing by the Board. As a result, this matter proceeded on an uncontested basis. At 12:00 noon, the Tenant came before me, well after the Landlord's legal representative had left the hearing. She said that she arrived at the hearing on time, but that her name had not been called out. I did not find this to be credible, as it is standard practice for the hearing moderators to call out party names multiple times to determine whether a matter is contested or uncontested so that they can direct parties to the appropriate hearing room. The Tenant then said she was having technical difficulties and did not know how to unmute herself, however I did not find this to be credible given that her original explanation was that her name had not been called by the hearing moderator. I did not find it appropriate to reconvene the hearing in these circumstances.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from September 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective November 28, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,922.27.

4. The Tenant has made no payments since the application was filed.
5. The Landlord collected a rent deposit of \$1,908.51 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit has been paid to the Tenant up to December 31, 2020.
7. I have considered all of the disclosed circumstances in accordance with section 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.

**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 July 16, 2021.
2. The Tenant shall pay to the Landlord \$16,283.45\*, which represents the amount of rent owing and compensation up to July 5, 2021, less the rent deposit.
3. The Tenant shall also pay to the Landlord \$63.20 per day for compensation for the use of the unit starting July 6, 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 July 16, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 17, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 16, 2021, then starting July 17, 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 July 17, 2021.
8. If, on or before July 16, 2021, the Tenant pays the amount of \$20,068.05\*\* 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 July 17,

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.



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Richard Ferriss  
Member, Landlord and Tenant Board

**July 5, 2021**  
**Date Issued**

Toronto North-RO  
47 Sheppard Avenue East, Suite 700, 7th Floor  
Toronto ON M2N5X5

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 January 17, 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**

**File Number: TNL-30716-21**

**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)	September 1, 2020 to November 28, 2020	\$4,351.16
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 29, 2020 to July 5, 2021	\$13,840.80
Less the rent deposit:		-\$1,908.51
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$16,283.45</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 6, 2021:		\$63.20 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$16,469.45, + \$63.20 per day starting July 6, 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:	September 1, 2020 to July 31, 2021	\$19,882.05
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>		<b>\$20,068.05</b>

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