



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-54400-21

In the matter of: 25 AMBLESIDE DRIVE
ST. THOMAS ON N5P0A9

Between: Gurinder S. Dhillon Landlords
Amandeep Kaur

and

Angela Watson Tenants
Corey Brooks
Dante Dustin

2021 CanLII 149622 (ON LTB)

Gurinder S. Dhillon and Amandeep Kaur (the 'Landlords') applied for an order to terminate the tenancy and evict Dante Dustin, Angela Watson and Corey Brooks (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. The Landlords also claimed NSF cheque charges and related administration charges.

This application was heard by video conference on December 9, 2021. The Landlord, Amandeep Kaur, the Landlords' Legal Representative, Thomas Schoenleber, and the Tenant Angela Watson, who also appeared on behalf of the Tenant Corey Watson, attended the hearing.

The Tenant, Dante Dustin, was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Preliminary Issues:

The Tenant requested an adjournment to get an interpreter for Dante Dustin as an accommodation for a hearing impediment. This request was not made prior to the hearing as directed in the Notice of Hearing. The Tenant could communicate with Dante Dustin sufficiently enough for them to rent a place together and had knowledge about his employment status. As a result, I find the Tenant's claim that she could not communicate with Dante Dustin about the hearing disingenuous and a delay tactic.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from July 3, 2021 to January 2, 2022. Because of the arrears, the Landlords served a Notice of Termination effective August 28, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$2,550.00.

4. The Landlord is not holding a last month's rent deposit.
5. The Tenants have made no payments since the application was filed.
6. The Tenants requested a conditional order for the payment of the arrears, but I am not satisfied that they can comply with one.
7. The Landlords incurred charges of \$5.00 for a cheque tendered by or on behalf of the Tenants, which was returned NSF and \$20.00 for related administration charges.
8. The Landlords collected a rent deposit of \$2,550.00 from the Tenants and this deposit is still being held by the Landlords.
9. 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. The amount outstanding is substantial for a tenancy which commenced in July 2021, and the Tenants have not paid any rent since the application was filed.

It is ordered that:

1. Unless the Tenants void the order as set out below, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 3, 2022.
2. The Tenants shall pay to the Landlords \$9,464.01*, which represents the amount of rent owing and compensation up to December 23, 2021 and the total charges related to the NSF cheque tendered to the Landlords by or on behalf of the Tenants, less the rent deposit.
3. The Tenants shall also pay to the Landlords \$83.84 per day for compensation for the use of the unit starting December 24, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlords the full amount owing* on or before January 3, 2022, the Tenants will start to owe interest. This will be simple interest calculated from January 4, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 3, 2022, then starting January 4, 2022, the Landlords 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 Landlords, on or after January 4, 2022.

8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlords or to the Board in trust:
 - i) \$12,961.00 if the payment is made on or before January 2, 2022, or
 - ii) \$15,511.00 if the payment is made on or before January 3, 2022**.If the Tenants do not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. The Tenants 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 January 4, 2022 but before the Sheriff gives vacant possession to the Landlords. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlords.

December 23, 2021
Date Issued

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6



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Member, Landlord and Tenant Board

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 July 4, 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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2021 CanLII 149622 (ON LTB)

A. Amount the Tenants must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	July 3, 2021 to August 28, 2021	\$2,179.73
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 29, 2021 to December 23, 2021	\$9,809.28
Less the rent deposit:		-\$2,550.00
NSF cheque charges:		\$5.00
Administration charges related to NSF cheque charges:		\$20.00
Amount owing to the Landlords on the order date:(total of previous boxes)		\$9,464.01
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting December 24, 2021:		\$83.84 (per day)
Total the Tenants must pay the Landlords if the tenancy is terminated:		\$9,650.01, + \$83.84 per day starting December 24, 2021

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

1. If the payment is made on or before January 2, 2022:

Reasons for amount owing	Period	Amount
Arrears:	July 3, 2021 to January 2, 2022	\$12,750.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
NSF cheque charges:		\$5.00
Administration charges related to NSF cheque charges:		\$20.00
Total the Tenants must pay to continue the tenancy:	On or before January 2, 2022	\$12,961.00

2. If the payment is made after January 2, 2022 but on or before January 3, 2022:

Reasons for amount owing	Period	Amount
Arrears:	July 3, 2021 to February 2, 2022	\$15,300.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
NSF cheque charges:		\$5.00
Administration charges related to NSF cheque charges:		\$20.00
Total the Tenants must pay to continue the tenancy:	On or before January 3, 2022	\$15,511.00

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