



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

**File Number:** EAL-96916-21

**In the matter of:** 916, 2 BLANCHE LANE  
MARKHAM ON L6B1N3

**Between:** Hemangkumar Patel  
Nimisha Patel

Landlords

**and**

Carolyn Bradshaw

Tenant

Hemangkumar Patel and Nimisha Patel (the 'Landlords') applied for an order to terminate the tenancy and evict Carolyn Bradshaw (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes; because the Tenant has been persistently late paying rent; and 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.

This application was heard in Passcode: 994 6973 8312# on October 22, 2021. The Board waited more than one hour and only The Landlord Hemangkumar Patel, represented by Ilan Shingait attended the hearing.

**Determinations:**

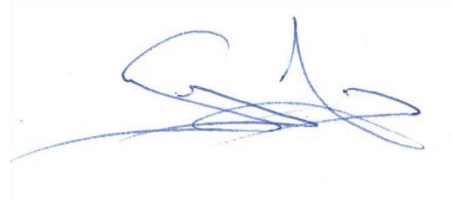
1. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2021 to October 31, 2021. Because of the arrears, the Landlords served a Notice of Termination effective May 12, 2021.
2. The Landlords collected a rent deposit of \$1,890.70 from the Tenant and this deposit is still being held by the Landlords.
3. Interest on the rent deposit is owing to the Tenant for the period from March 1, 2018 to May 12, 2021.
4. The Tenant has not paid rent on time since September 2019. I find the Tenant has been persistently late paying rent.
5. The Tenant or an occupant of the rental unit or a person permitted in the residential complex by the Tenant has wilfully or negligently caused undue damage to the rental unit and the residential complex by allowing a sink to overflow in the rental unit causing damage. The Landlords incurred a cost of \$235.01 for the plumber as well as a cost of

\$7,000.00 for the repairs. The Landlords' insurance paid the cost of the repairs but the Landlords were required to pay the \$1,000.00 deductible.

6. The Landlords have incurred costs of \$1,235.01 to repair the damage and replace property that was damaged and cannot be reasonably repaired.
7. Due to the persistently late payment of rent and the damage caused to the rental unit this order cannot be voided by the Tenant.
8. 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.

**It is ordered that:**

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before November 6, 2021.
2. The Tenant shall pay to the Landlords \$11,322.41\*, which represents the amount of rent owing and compensation up to October 26, 2021, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenant shall also pay to the Landlords \$62.16 per day for compensation for the use of the unit starting October 27, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlords \$201.00 for the cost of filing the application.
5. The Tenant shall also pay to the Landlords \$1,235.01 for the cost of the damage caused by the Tenant.
6. If the Tenant does not pay the Landlords the full amount owing\* on or before November 6, 2021, the Tenant will start to owe interest. This will be simple interest calculated from November 7, 2021 at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before November 6, 2021, then starting November 7, 2021, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 November 7, 2021.



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Greg Joy  
Member, Landlord and Tenant Board

**October 26, 2021**  
**Date Issued**

Eastern-RO  
255 Albert Street, 4th Floor  
Ottawa ON K1P6A9

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 May 7, 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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**File Number: EAL-96916-21**

**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)	March 1, 2021 to May 12, 2021	\$2,910.41
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 13, 2021 to October 26, 2021	\$10,380.72
Less the rent deposit:		-\$1,890.70
Less the interest owing on the rent deposit:	March 1, 2018 to May 12, 2021	-\$78.02
Amount owing to the Landlords on the order date: (total of previous boxes)		<b>\$11,322.41</b>
Additional costs the Tenant must pay to the Landlords:		\$201.00
Plus daily compensation owing for each day of occupation starting October 27, 2021:		\$62.16 (per day)
<b>Total the Tenant must pay the Landlords if the tenancy is terminated:</b>		<b>\$11,523.41, + \$62.16 per day starting October 27, 2021</b>

2021 CanLII 139802 (ON LTB)