



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

**File Number:** SWL-50677-21

**In the matter of:** WHOLE HOUSE, 606 O'LOANE AVENUE WEST  
STRATFORD ON N5A6S6

**Between:** Archana Jaswal Landlords  
Sanjeev Jaswal

**and**

Chaddalton Geoffrey Rutledge Tenants  
Lacey Taylor Siemens

Archana Jaswal and Sanjeev Jaswal (the 'Landlords') applied for an order to terminate the tenancy and evict Chaddalton Geoffrey Rutledge and Lacey Taylor Siemens (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 5, 2021. Only the Landlords' Legal Representative, R. Gavissety attended the hearing. As of 3:47 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from February 1, 2021 to August 31, 2021. Because of the arrears, the Landlords served a Notice of Termination effective April 5, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,400.00.
4. The Tenants have made no payments since the application was filed.
5. The Landlords' representative submitted the Landlords are not holding a last month's rent deposit.
6. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), including the impact of COVID-19 on the parties and whether the Landlords attempted to negotiate a repayment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

7. Pursuant to section 83(6), I am required to consider whether the Landlords made attempts to negotiate a payment agreement. The Tenants were sent multiple text messages regarding a payment plan for arrears since March 2021. When the disclosure for this hearing was served on the Tenants, another request to discuss a payment plan was put forward, but the Tenants did not respond. The Landlords' representative submitted that the request and the disclosure was sent 28 days prior to the hearing to give the Tenants ample opportunity to respond. I am satisfied that the Landlords attempted to negotiate a payment agreement with the Tenants.
8. With respect to section 83(2), the Tenants were not present to disclose any circumstances for me to consider delaying or denying eviction. Further, the Landlords were not aware of any of the Tenants' circumstances for me to consider delaying or denying eviction. The Landlords' representative submitted that the Landlords would be prejudiced if the tenancy was not terminated. As a result of the arrears, the Landlords have had difficulty paying the mortgage and property tax for this rental unit.

**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 September 7, 2021.
2. The Tenants shall pay to the Landlords \$8,258.46\*, which represents the amount of rent owing and compensation up to August 27, 2021, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenants shall also pay to the Landlords \$46.03 per day for compensation for the use of the unit starting August 28, 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 September 7, 2021, the Tenants will start to owe interest. This will be simple interest calculated from September 8, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before September 7, 2021, then starting September 8, 2021, 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 September 8, 2021.
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) \$8,586.00 if the payment is made on or before August 31, 2021, or
  - ii) \$9,986.00 if the payment is made on or before September 7, 2021\*\*.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 September 8, 2021 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.

**August 27, 2021**

**Date Issued**



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Camille Tancioco

Member, Landlord and Tenant Board

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

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 March 8, 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: SWL-50677-21**

2021 CanLII 119078 (ON LTB)

**A. Amount the Tenants 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)	February 1, 2021 to April 5, 2021	\$1,630.14
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	April 6, 2021 to August 27, 2021	\$6,628.32
Amount owing to the Landlords on the order date:(total of previous boxes)		<b>\$8,258.46</b>
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting August 28, 2021:		\$46.03 (per day)
<b>Total the Tenants must pay the Landlords if the tenancy is terminated:</b>		<b>\$8,444.46, + \$46.03 per day starting August 28, 2021</b>

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

**1. If the payment is made on or before August 31, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	February 1, 2021 to August 31, 2021	\$8,400.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before August 31, 2021	<b>\$8,586.00</b>

**2. If the payment is made after August 31, 2021 but on or before September 7, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
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Arrears:	February 1, 2021 to September 30, 2021	\$9,800.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before September 7, 2021	\$9,986.00