



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

**File Number:** SWL-44180-20

**In the matter of:** 2, 3385 PETER STREET  
WINDSOR ON N9C1J2

**Between:** Mina Guirguis Landlord

**and**

Wayne Jarvis Tenant

Mina Guirguis (the 'Landlord') applied for an order to terminate the tenancy and evict Wayne Jarvis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application). The Landlord also applied for an order to terminate the tenancy and evict the Tenant because he, another occupant of the rental unit or someone he permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date (L2 application).

This application was heard by way of video conference on May 3, 2021. The Landlord's Legal Representative, John Kulikowski attended the hearing. As of 1:19 pm, the Tenant was not present or represented at the hearing although properly served notice of this hearing by the Board.

L2 Application

1. At the hearing, the Landlord's Representative requested the consent of the Board to withdraw their application and the Board consented to the request.
2. The matter having been withdrawn; the Board's file is closed.

**Determinations:**

3. The Tenant has not paid the total rent the Tenant was required to pay for the period from May 1, 2020 to May 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective May 27, 2020.
4. The Tenant is in possession of the rental unit.
5. The monthly rent is \$580.80.

6. The Tenant paid \$6,388.80 after the application was filed.
7. The Landlord is not holding a last month rent deposit.
8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 and whether the Landlord attempted to negotiate repayment of the arrears of rent, 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 24, 2021.
2. The Tenant shall pay to the Landlord \$827.35\*, which represents the amount of rent owing and compensation up to May 13, 2021.
3. The Tenant shall also pay to the Landlord \$19.09 per day for compensation for the use of the unit starting May 14, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$190.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing\* on or before May 24, 2021, the Tenant will start to owe interest. This will be simple interest calculated from May 25, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 24, 2021, then starting May 25, 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 25, 2021. This order terminates the tenancy and permits the Landlord to file the order with Court Enforcement Office (Sheriff) to evict the Tenant. However, as of the date this matter was heard, the Sheriff cannot enforce this order as a result of Ontario Regulation 266/21 made under the *Emergency Management and Civil Protection Act* on April 8, 2021. The Tenant cannot be evicted from the rental unit while this regulation is in force. Eviction by the Sheriff may occur after the regulation is removed by the Ontario Government.
8. If, on or before May 24, 2021, the Tenant pays the amount of \$1,351.60\*\* 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 25, 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 13, 2021**  
**Date Issued**

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Dawn Wickett  
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 November 25, 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**

**File Number: SWL-44180-20**

**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)	May 1, 2020 to May 27, 2020	\$515.56
Less the amount the Tenant paid to the Landlord		-\$6,388.80
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 28, 2020 to May 13, 2021	\$6,700.59
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$827.35</b>
Additional costs the Tenant must pay to the Landlord:		\$190.00
Plus daily compensation owing for each day of occupation starting May 14, 2021:		\$19.09 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$1,017.35, + \$19.09 per day starting May 14, 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:	May 1, 2020 to May 31, 2021	\$7,550.40
Less the amount the Tenant paid to the Landlord		-\$6,388.80
Additional costs the Tenant must pay to the Landlord:		\$190.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before May 24, 2021	<b>\$1,351.60</b>

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