

Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-24132-21

In the matter of: 1112, 75 EASTDALE AVENUE
EAST YORK ON M4C5N3

Between: Capreit Limited Partnership

Landlord

and

Lukas Michael Noordover

Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Lukas Michael Noordover (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 21, 2021. Only the Landlord's Legal Representative, Nidhi Sharma attended the hearing. As of 2:51 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from July 1, 2021 to December 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective September 2, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,136.30.
4. The Tenant paid \$1,200.00 after the application was filed.
5. The Landlord collected a rent deposit of \$1,136.30 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from November 1, 2020 to September 2, 2021.
7. 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 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 and should be paid by the Tenant.

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 January 22, 2022.
2. The Tenant shall pay to the Landlord \$4,244.23*, which represents the amount of rent owing and compensation up to January 11, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$37.36 per day for compensation for the use of the unit starting January 12, 2022 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 January 22, 2022, the Tenant will start to owe interest. This will be simple interest calculated from January 23, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 22, 2022, then starting January 23, 2022, 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 January 23, 2022.
8. If, on or before January 22, 2022, the Tenant pays the amount of \$6,280.10** 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 January 23, 2022 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.

January 11, 2022

Date Issued

Toronto South-RO
15 Grosvenor Street, 1st Floor



Jitewa Edu

Member, Landlord and Tenant Board

Toronto ON M7A 2G6

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 23, 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: TSL-24132-21

A. Amount the Tenant 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 1, 2021 to September 2, 2021	\$1,687.32
Less the amount the Tenant paid to the Landlord		-\$1,200.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	September 3, 2021 to January 11, 2022	\$4,894.16
Less the rent deposit:		-\$1,136.30
Less the interest owing on the rent deposit:	November 1, 2020 to September 2, 2021	-\$0.95
Amount owing to the Landlord on the order date:(total of previous boxes)		\$4,244.23
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting January 12, 2022:		\$37.36 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$4,430.23, + \$37.36 per day starting January 12, 2022

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

Reasons for amount owing	Period	Amount
Arrears:	July 1, 2021 to January 31, 2022	\$7,294.10
Less the amount the Tenant paid to the Landlord		-\$1,200.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before January 22, 2022	\$6,280.10

2022 CanLII 63657 (ON LTB)