



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-01687-21

In the matter of: 30, 1400 WINDING TRAIL
MISSISSAUGA ON L4X1W9

Between: Burnhamdale Investments Limited Landlord

and

Karolina Dratwa Tenant

Burnhamdale Investments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Karolina Dratwa (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also claimed administration charges related to NSF cheques.

This application was heard by video conference on October 25, 2021. Only the Landlord's Legal Representative, Shalini Puri, attended the hearing. As of 10:33 a.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Preliminary Issues:

The application is amended to show that the lawful monthly rent for the period from 01/07/2021 to 31/07/2011 is \$1,782.22.

The Landlord claimed NSF cheque charges, but the charges were not substantiated. Consequently, the claim was denied.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from June 1, 2021 to October 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective July 22, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,782.22.
4. The Landlord collected a rent deposit of \$1,853.18 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit has been paid to the Tenant up to December 31, 2020.
6. The Tenant paid \$7,131.28 after the application was filed.


7. 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.

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 November 16, 2021.
2. The Tenant shall pay to the Landlord \$297.36*, which represents the amount of rent owing and compensation up to November 5, 2021, less the rent deposit.
3. The Tenant shall also pay to the Landlord \$58.59 per day for compensation for the use of the unit starting November 6, 2021 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 November 16, 2021, the Tenant will start to owe interest. This will be simple interest calculated from November 17, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before November 16, 2021, then starting November 17, 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 November 17, 2021.
8. If, on or before November 16, 2021, the Tenant pays the amount of \$3,748.04** 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 November 17, 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.

November 5, 2021
Date Issued

Central-RO



Jitewa Edu
Member, Landlord and Tenant Board

3 Robert Speck Pkwy, 5th Floor
Mississauga ON L4Z2G5

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 17, 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 145443 (ON LTB)

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)	June 1, 2021 to July 22, 2021	\$3,071.28
Less the amount the Tenant paid to the Landlord		-\$7,131.28
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 23, 2021 to November 5, 2021	\$6,210.54
Less the rent deposit:		-\$1,853.18
Amount owing to the Landlord on the order date:(total of previous boxes)		\$297.36
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting November 6, 2021:		\$58.59 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$483.36, + \$58.59 per day starting November 6, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	June 1, 2021 to November 30, 2021	\$10,693.32
Less the amount the Tenant paid to the Landlord		-\$7,131.28
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before November 16, 2021	\$3,748.04