



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-51283-21

In the matter of: 204, 591 WELLINGTON AVENUE
WINDSOR ON N9A5J3

Between: Michael De Rita Landlord

and

Ester Yalda
Lonnie Smith

The Tenants

Michael De Rita (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Rosenfeld, Lonnie Smith and Ester Yalda (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard in Passcode: 947 6020 6033# on August 12, 2021. Only the Landlord attended the hearing.

Preliminary Matters:

Adam Rosenfeld was named as party to the application. Mr. Rosenfeld is the Landlord's superintendent and was to be a witness for the Landlord if necessary. Mr. Rosenfeld has been removed as a party to this application.

At the hearing the Landlord requested that the eviction be expedited because the Tenants have other people living in the rental unit and the Tenants and guests have caused what the Landlord described as a massive leak which has been causing significant damage for 3 ½ weeks now. The Tenants refuse to permit the Landlord into the unit to deal with the issue and the leak is causing significant damage to the unit below. I find the request to be reasonable under the circumstances.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from February 1, 2020 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective April 24, 2021.
2. The Landlord collected a rent deposit of \$775.00 from the Tenants and this deposit is still being held by the Landlord.

3. Interest on the rent deposit is owing to the Tenants for the period from May 2, 2017 to April 24, 2021.
4. 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 Tenants void the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before August 30, 2021.
2. The Tenants shall pay to the Landlord \$7,062.81*, which represents the amount of rent owing and compensation up to August 19, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$25.94 per day for compensation for the use of the unit starting August 20, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before August 30, 2021, the Tenants will start to owe interest. This will be simple interest calculated from August 31, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 30, 2021, then starting August 31, 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 requested to expedite the enforcement of this order** and is directed to give vacant possession of the unit to the Landlord, on or after August 31, 2021.
8. If, on or before August 30, 2021, the Tenants pay the amount of \$8,357.00** 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 Tenants 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 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 August 31, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.



Greg Joy
Member, Landlord and Tenant Board

August 19, 2021
Date Issued

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 February 28, 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 120560 (ON LTB)

A. Amount the Tenants must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	February 1, 2020 to April 24, 2021	\$4,848.55
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	April 25, 2021 to August 19, 2021	\$3,034.98
Less the rent deposit:		-\$775.00
Less the interest owing on the rent deposit:	May 2, 2017 to April 24, 2021	-\$45.72
Amount owing to the Landlord on the order date: (total of previous boxes)		\$7,062.81
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 20, 2021:		\$25.94 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$7,248.81, + \$25.94 per day starting August 20, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to August 31, 2021	\$8,171.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before August 30, 2021	\$8,357.00