



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-99380-21

In the matter of: 909, 3590 KANEFF CRESCENT
MISSISSAUGA ON L5A3X3

Between: Vinita Shah Landlord

and

Jacob Pleau Tenant

Vinita Shah (the 'Landlord') applied for an order to terminate the tenancy and evict Jacob Pleau (the 'Tenant') because the Landlord requires possession of the rental unit for the purpose of residential occupation. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.- L2 Application

Vinita Shah (the 'Landlord') also applied for an order to terminate the tenancy and evict Jacob Pleau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.- L1 application

This application was heard in via videoconference on July 29, 2021.

Only the Landlord and Landlord's Legal Representative Silvat Syed attended the hearing. As of 9:54 a.m., the Tenant failed to appear for the hearing.

Determinations L2 Application:

1. The Landlord in good faith requires possession of the rental unit for the purpose of residential occupation.
2. The Landlord collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenant for the period from June 18, 2020 to June 19, 2021
4. The Landlord paid the Tenant compensation equal to one month's rent for April 2021 monthly rent.
5. The lawful monthly rent is \$2,400.00.

6. The Tenant is in possession of the rental unit.
7. 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.

Determinations L1 Application:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from January 20, 2021 to August 19, 2021. Because of the arrears, the Landlord served a Notice of Termination effective February 8, 2021.
2. The Landlord collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenant for the period from June 19, 2020 to February 8, 2021.
4. The lawful monthly rent is \$2,400.00.
5. The Tenant is in possession of the rental unit.
6. 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. The tenancy between the Landlord and the Tenant is terminated, as of September 10, 2021. The Tenant must move out of the rental unit on or before September 10, 2021.
2. The Tenant shall pay to the Landlord \$15,193.22*, which represents the amount of rent owing and compensation up to August 30, 2021, less the rent deposit and interest the Landlord owes on the rent deposit
3. The Tenant shall also pay to the Landlord \$78.90 per day for compensation for the use of the unit from August 31, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before September 10, 2021, the Tenant will start to owe interest. This will be simple interest calculated from September 11, 2021 at 2.00% annually on the balance outstanding.

6. If the unit is not vacated on or before September 10, 2021, then starting September 11, 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 September 11, 2021.

August 30, 2021
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

Central-RO
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 March 11, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

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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)	January 20, 2021 to February 8, 2021	\$1,578.08
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	February 9, 2021 to August 30, 2021	\$16,016.70
Less the rent deposit:		-\$2,400.00
Less the interest owing on the rent deposit:	June 19, 2020 to February 8, 2021	-\$1.56
Amount owing to the Landlord on the order date: (total of previous boxes)		\$15,193.22
Additional costs the Tenant must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting August 31, 2021:		\$78.90 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$15,394.22, + \$78.90 per day starting August 31, 2021

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