



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-20104-21

In the matter of: 8, 112 GEORGE STREET
ST CATHARINES ON L2R5P1

Between: John Janzen Landlord

and

Nikita Morris Tenant

John Janzen (the 'Landlord') applied for an order to terminate the tenancy and evict Nikita Morris (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard via video teleconference on June 29, 2021 and August 5, 2021. The Landlord and an employee of the Landlord, Morgan Dickson attended the hearing on June 29, 2021. The Tenant was not present at the hearing as of 2:18 pm on June 29, 2021 and I heard the matter uncontested. At 3:37 pm on June 29, 2021, the Tenant entered the virtual hearing room and stated she was signed in for the hearing but was speaking with duty counsel. The matter was reconvened to August 5, 2021 at 1:00 pm to allow the Tenant an opportunity to participate and respond to the Landlord's application. As of 1:48 pm on August 5, 2021, the Tenant was not present in the hearing, despite a Notice of Hearing being issued by the Board on July 22, 2021.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from February 1, 2021 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective February 16, 2021.
2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$1,450.00.
4. The Tenant paid \$2,450.00 after the application was filed.
5. The Landlord collected a rent deposit of \$1,450.00 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 March 2, 2020 to February 16, 2021.

7. The Landlord attempted to negotiate a repayment plan with the Tenant without success. The Landlord stated he corresponded with the Tenant in April and May 2021 by phone, text, and email. He stated the Tenant advised him on June 8, 2021 that she was going to pay \$1,000 on June 20, 2021 and that she also stated she would pay \$500 on July 1, 2021, but the Tenant did not make these payments. The Landlord stated he tried contacting the Tenant by text and email on July 5, 2021 in a further attempt to determine if the Tenant was interested in a payment plan for the arrears. The Landlord stated the Tenant responded with a signed N9 notice that she will be moving out September 15, 2021. As a result, I find that the Landlord fulfilled his duties to attempt resolution of the application during the COVID-19 pandemic pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').
8. The Landlord requested a standard order. No payments have been made since May 2021.
9. 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. I find the Tenant has not been responsive to the Landlord's attempts to negotiate a payment plan for the arrears. The hearing was reconvened from June 29, 2021 to allow the Tenant an opportunity to respond to the Landlord's application. The Tenant failed to attend the reconvened hearing on August 5, 2021. I have not heard any evidence from the Tenant despite the Tenant being provided the opportunity to do so. The Landlord stated he received a signed N9 notice from the Tenant indicating she will be moving out September 15, 2021. However, the Landlord already filed an L1 application with the Board on February 18, 2021.

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 August 21, 2021.
2. The Tenant shall pay to the Landlord \$5,203.58*, which represents the amount of rent owing and compensation up to August 10, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$47.67 per day for compensation for the use of the unit starting August 11, 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 August 21, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 22, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 21, 2021, then starting August 22, 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 August 22, 2021.
8. If, on or before August 21, 2021, the Tenant pays the amount of \$7,886.00** 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 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 August 22, 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.

2021 CanLII 118759 (ON LTB)

August 10, 2021
Date Issued



Kimberly Parish
Member, Landlord and Tenant Board

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7

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 22, 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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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)	February 1, 2021 to February 16, 2021	\$762.74
Less the amount the Tenant paid to the Landlord		-\$2,450.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	February 17, 2021 to August 10, 2021	\$8,342.25
Less the rent deposit:		-\$1,450.00
Less the interest owing on the rent deposit:	March 2, 2020 to February 16, 2021	-\$1.41
Amount owing to the Landlord on the order date: (total of previous boxes)		\$5,203.58
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 11, 2021:		\$47.67 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$5,389.58, + \$47.67 per day starting August 11, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2021 to August 31, 2021	\$10,150.00
Less the amount the Tenant paid to the Landlord		-\$2,450.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before August 21, 2021	\$7,886.00