



Order under Section 69  
**Residential Tenancies Act, 2006**

**File Number:** CEL-96777-20

**In the matter of:** 506, 1475 BRISTOL ROAD WEST  
MISSISSAUGA ON L5V1W6

**Between:** Bristol Rd Local 183 Non-Profit Homes Inc Landlord

**and**

Nikkita Clark-Banks Tenant

Bristol Rd Local 183 Non-Profit Homes Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Nikkita Clark-Banks (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes ('L1 application').

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused undue damage to the premises. The Landlord has also applied for an order requiring the Tenant to compensate the Landlord for the damage; and because the Tenant has been persistently late in paying the Tenant's rent ('L2 application').

This combined application was heard by videoconference on June 3, 2021. Only the Landlord's Legal Representative, Kenia Afolabi, and the Landlord's Agent, Kathy Andreopoulos ('KA'), attended the hearing. As of 9:51 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

**Determinations:**

L1 application – non payment of rent

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from May 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective August 24, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$269.00.
4. The Landlord collected a rent deposit of \$275.99 from the Tenant and this deposit is still being held by the Landlord. The Landlord is holding a last month's rent deposit that exceeds the current monthly rent, which is not permitted by the Act. The Tenant has been credited with \$6.99, which is the difference between the amount currently held and

the permissible amount, and this credit is reflected on the Schedule as a payment. The last month's rent deposit now equals the current monthly rent.

5. Interest on the rent deposit is owing to the Tenant for the period from July 1, 2020 to August 24, 2020.
6. The Tenant has made no payments since the application was filed.

L2 application – persistent late payment

7. The tenancy is month to month.
8. Rent is due on the first of each month.
9. The Tenant has persistently failed to pay the rent on the date it was due.

Damage claim

10. KA testified that the Tenant's guest was removed from the residential complex by police on June 15, 2020. Then on June 16, 2020, the same individual came back to the residential complex and broke the front door of the rental unit in an attempt to gain entry. The Landlord repaired the damage at a cost of \$960.50, inclusive of HST.
11. Based on the evidence, I am not satisfied that the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. I say this because it was unclear from the evidence whether the Tenant permitted the individual back to the residential complex on June 16, 2020. KA testified that the Tenant was not home at the time. In my view, this individual may very well have returned on his own and attempted to break into the rental unit without the Tenant's permission. Therefore, I decline to award the cost of repairing the damaged door.
12. 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.

**It is ordered that:**

L1 application for non-payment of rent

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 June 18, 2021.

2. The Tenant shall pay to the Landlord \$2,779.43\*, which represents the amount of rent owing and compensation up to June 7, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$8.84 per day for compensation for the use of the unit starting June 8, 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 June 18, 2021, the Tenant will start to owe interest. This will be simple interest calculated from June 19, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 18, 2021, then starting June 19, 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 June 19, 2021.
8. If, on or before June 18, 2021, the Tenant pays the amount of \$3,460.01\*\* 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 until June 30, 2021. 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 June 19, 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.

L2 application – persistent late payment

10. Even if the Tenant voids the part of this eviction order for non-payment of rent, above, the tenancy between the Landlord and the Tenant is terminated as of June 30, 2021.
11. If the unit is not vacated on or before June 30, 2021, then starting July 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 July 1, 2021.

**June 7, 2021**  
**Date Issued**

  
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Khalid Akram  
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 December 19, 2021 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: CEL-96777-20**

**A. Amount the Tenant must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	May 1, 2020 to August 24, 2020	\$519.25
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 25, 2020 to June 7, 2021	\$2,537.08
Payment		-\$6.99
Less the rent deposit:		-\$269.00
Less the interest owing on the rent deposit:	July 1, 2020 to August 24, 2020	-\$0.91
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$2,779.43</b>
Additional costs the Tenant must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting June 8, 2021:		\$8.84 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$2,980.43, + \$8.84 per day starting June 8, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	May 1, 2020 to June 30, 2021	\$3,266.00
Payment:		-\$6.99
Additional costs the Tenant must pay to the Landlord:		\$201.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before June 18, 2021	<b>\$3,460.01</b>

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