



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-12968-20

In the matter of: 15, 8 EAST 36TH STREET
HAMILTON ON L8V3Y7

Between: The Effort Trust Company Landlord

and

Chris Charuk Tenant

The Effort Trust Company (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Charuk (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 has been persistently late in paying the Tenant's rent ('L2 Application').

This application was heard by videoconference on August 4, 2021. Only the Landlord's legal representative, Kimberly Holleran, attended the hearing. As of 9:20 a.m. the Tenant was not present or represented although properly served with the notice of this hearing by the Board.

Determinations:

L2 Application:

1. The Tenant has persistently failed to pay the rent on the date it was due. The Tenant was late on 8 occasions during the 7-month period between June 1, 2019 and December 31, 2019 as the Tenant's payments were returned NSF. The Landlord then issued a Notice of Termination (N8) for persistent late payment. The Tenant has not made any rent payments to the Landlord since January 2020 and as such remains persistently late with his rent payments.

L1 Application:

2. The Tenant has not paid the total rent the Tenant was required to pay for the period from October 1, 2019 to November 30, 2020. Because of the arrears, the Landlord served a Notice of Termination effective December 28, 2019.
3. The Tenant is in possession of the rental unit.
4. The lawful monthly rent is \$983.00.

5. The Landlord collected a rent deposit of \$929.00 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 May 1, 2019 to December 28, 2019.
7. The Tenant made no payments since this application was filed.

Relief under section 83:

8. 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. The Landlord's uncontested evidence established that the Tenant persistently paid late. The Landlord opposed any relief for the Tenant for the *L2 Application*. The Tenant did not attend to request relief from eviction. As such, no relief will be granted.

It is ordered that:

1. 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 \$20,862.12*, 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 \$32.32 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 \$190.00 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.

August 10, 2021
Date Issued



Vladimir Nikitin
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.

**Schedule 1
SUMMARY OF CALCULATIONS**

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A. Amount the Tenant must pay as the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	October 1, 2019 to December 28, 2019	\$2,809.57
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 29, 2019 to August 10, 2021	\$18,992.63
Less the rent deposit:		-\$929.00
Less the interest owing on the rent deposit:	May 1, 2019 to December 28, 2019	-\$11.08
Amount owing to the Landlord on the order date: (total of previous boxes)		\$20,862.12
Additional costs the Tenant must pay to the Landlord:		\$190.00
Plus daily compensation owing for each day of occupation starting August 11, 2021:		\$32.32 (per day)
Total the Tenant must pay the Landlord as the tenancy is terminated:		\$21,052.12, + \$32.32 per day starting August 11, 2021

2021 CanLII 117287 (ON LTB)