



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

**File Number:** EAL-92411-20

**In the matter of:** 1, 2120 VINCENT MASSEY DR. DRIVE  
CORNWALL ON K6H5R6

**Between:** Sachinbhai Patel Landlord

**and**

Christopher Oliver Tenant

Sachinbhai Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Oliver (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 1, 2021 and reconvened on August 19, 2021.

On June 1, 2021, the Landlord's Legal Representative, James Moak, and the Landlord attended the hearing. As of 1:56 p.m. the Tenant was not present or represented although properly served with notice of this hearing by the Board.

The application was reconvened on August 19, 2021, to receive clarification on the rental period.

On August 19, 2021, the Landlord's Legal Representative, James Moak, and the Landlord attended the hearing. As of 9:49 a.m. the Tenant was not present or represented although properly served with notice of this hearing by the Board.

**Determinations:**

*Does the Act Apply?*

1. The rental unit in issue is a room in the Nites Inn Motel. The Landlord, Mr. Sachinbhai Patel - introduced as Sachin Patel, is the owner of Nites Inn Motel Management.
2. Although section 5(a) of the *Residential Tenancies Act, 2006* (the "Act") provides the Act does not apply with respect to living in a motel, and while there were some housekeeping services available, this is not determinative of the issue.
3. The Tenant first occupied a room at the Nites Inn Motel on December 17, 2019. On December 18, 2019, he asked if he could extend this for a week.

4. The Landlord testified the Tenant had been kicked out by his girlfriend and did not have a place to stay.
5. On February 1, 2020, the Tenant moved to a cheaper room in the motel but continued to be billed for the same weekly period of Wednesday to Tuesday. In support of this rental period, a selection of weekly receipts were provided by the Landlord. The Act permits weekly tenancies.
6. The uncontested evidence of the Landlord was that the Tenant has been living in the motel and the motel room in issue for well over a year and a half. This is not a seasonal or temporary period. The Tenant is not the traveling or vacationing public.
7. As a result, I find the Act applies.

*Determinations*

8. The Tenant has not paid the total rent the Tenant was required to pay for the period from October 14, 2020 to June 8, 2021. Because of the arrears, the Landlord served a Notice of Termination effective October 30, 2020.
9. The Tenant is in possession of the rental unit.
10. I find this is a weekly tenancy running from Wednesday to Tuesday. The weekly rent is \$250.00.
11. The Landlord's application was amended to reflect a claim for the full weekly rental period of October 28, 2020 to November 3, 2020 resulting in a total amount of rent claimed then owing of \$750.00.
12. There is no last week's rent on deposit.
13. The Tenant has not made any payments since the application was filed.

*Additional Considerations*


14. The Tenant is retired and receives pension income from serving as a driver for Ontario's ambulance service. The Landlord has made attempts to discuss matters with the Tenant and spoke with the Tenant many times until the Tenant refused to communicate anymore saying he paid into the Board.
15. The Landlord's Legal Representative also advised the Tenant claims he had a lawyer but noted there has been no proof of payment into the Board provided nor has the name of a counsel been provided.
16. There is no record of funds having been paid into trust on this file.
17. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (the 'Act'), 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 the Landlord did attempt to negotiate repayment of the arrears of rent. In making this finding I considered the Landlord's Legal Representative's submissions that the Landlord reached out to the Tenant and the Tenant would not communicate. As the Tenant did not attend and no other circumstances were presented to me, I 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 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 October 5, 2021.
2. The Tenant shall pay to the Landlord \$12,468.98\*, which represents the amount of rent owing and compensation up to September 28, 2021.
3. The Tenant shall also pay to the Landlord \$35.62 per day for compensation for the use of the unit starting September 29, 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 October 5, 2021, the Tenant will start to owe interest. This will be simple interest calculated from October 6, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before October 5, 2021, then starting October 6, 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 October 6, 2021.
8. If on or before October 5, 2021, the Tenant pays the amount of \$12,936.00\*\* 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 the 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 October 6, 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.

**September 28, 2021**  
**Date Issued**

  
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Rebecca Case

Member, Landlord and Tenant Board

Eastern-RO  
255 Albert Street, 4th Floor  
Ottawa ON K1P6A9

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 April 6, 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**

**File Number: EAL-92411-20**

2021 CanLII 123524 (ON LTB)

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

Reasons for amount owing	Period	Amount
Arrears:	October 1, 2020 to November 3, 2020	\$750.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 4, 2020 to September 28, 2021	\$11,718.98
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$12,468.98</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting September 29, 2021:		\$35.62 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$12,654.98, + \$35.62 per day starting September 29, 2021</b>

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

**1. If the payment is made on or before October 5, 2021:**

Reasons for amount owing	Period	Amount
Arrears:	October 14, 2020 to October 5, 2021	\$12,750.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before October 5, 2021	<b>\$12,936.00</b>