



Order under Section 69
Residential Tenancies Act, 2006

File Number: TNL-26763-20

In the matter of: 205, 70 CLEARVIEW HEIGHTS
TORONTO ON M6M2A1

Between: Silvercore Properties Inc

Landlord

and

Herbert Walters
Marjorie Jackson

Tenants

Silvercore Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Marjorie Jackson and Herbert Walters (the 'Tenants') because

- a) the Tenants did not pay the rent that the Tenants owe.
- b) the Tenants have been persistently late in paying their rent.

This application was heard via video/teleconference on June 3, 2021.

Only the Landlord's Legal Representative Bill Burd attended the hearing. As of 10:47 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board.

Background and Determinations:

1. The Landlord served a Notice of Termination effective May 6, 2020 because the Tenants had not paid the total rent the Tenants were required to pay for the period from May 1, 2020 to June 30, 2020 and the rent when paid was persistently late.
2. The Tenants were in possession of the rental unit when the Landlord filed the L1 and a L2 application on June 9, 2020 to end the tenancy and evict the Tenant.
3. The month rent was \$1,120.26.
4. The Landlord collected a topped-up rent deposit of \$1,120.26 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenants for the period from January 1, 2020.
5. The Tenants paid \$9,963.50 after the application was filed.
6. The Landlord submitted a L1.L9 Information Update form documenting the total amount of rent arrears owing by the Tenants to the Landlord for the period ending June 30, 2021 is \$5,934.99.
7. The Tenants did not attend the hearing to make submissions.

Relating to the L1 application

8. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that as of the hearing date, that the Tenants owe to the Landlord up to the period ending June 30, 2021, rent arrears of \$5,934.99, plus the Landlords' application cost of \$190.00, totalling \$6,124.99.
9. The Landlord's Legal Representative testified that there have been a number of letters sent to the Tenants from the Landlord about the arrears owing but was unsuccessful in reaching any form of a settlement or a negotiated repayment plan with the Tenants. As a result, I am satisfied that the Landlord complied with their obligations under subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').
10. I have also considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act, if the Tenants do not pay the total amount required to void the L1 arrears portion of this order.

Relating to the L2 Application.

11. The Landlord's Legal Representative submitted an updated rent payment ledger documenting that the Tenants paid the monthly rent late 12 times over the last 12-month rent period.
12. I find the Tenants have persistently failed to pay the rent to the Landlord on the date it was due.
13. The Landlord's Legal Representative requested that should the Tenants void the L1 application, the Landlord would be agreeable to amend the L2 application requiring the Tenants to pay the full lawful monthly rent on time for the next twelve (12-months), subject to a section 78 provision.

It is ordered that:

1. Unless the Tenants void the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 16, 2021.
2. The Tenants shall pay to the Landlord \$4,803.14*, which represents the amount of rent owing and compensation up to July 5, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$36.83 per day for compensation for the use of the unit starting July 6, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$190.00 for the cost of filing the application.

5. If the Tenants do not pay the Landlord the full amount owing* on or before July 16, 2021, the Tenants will start to owe interest. This will be simple interest calculated from July 17, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 16, 2021, then starting July 17, 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 July 17, 2021.
8. If, on or before July 16, 2021, the Tenants pay the amount of \$7,052.14** 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 Tenants 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 Tenants 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 July 17, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

. Relating to the L2 Application

10. If the Tenants pay the amount required to void the L1 arrears portion of this order, the tenancy will continue between the Landlord and the Tenants on the following conditions.
11. The Tenants shall pay to the Landlord the current lawful monthly rent of \$1,120.26 in full and on time, on or before the (1st) business day of each month for the 12-month period commencing July 1, 2021 through to and including June 1, 2022.
12. If the Tenants fail to make any one of the payments in paragraph 11 above, in full and on time, the Landlord may apply under section 78 of the Act, without notice to the Tenants for an order terminating the tenancy and evicting the Tenants. The Landlord must make this application no later than 30 days after the Tenants' failure to make a payment.



Randy Aulbrook
Member, Landlord and Tenant Board

July 5, 2021
Date Issued

Toronto North-RO
47 Sheppard Avenue East, Suite 700, 7th Floor
Toronto ON M2N5X5

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 January 17, 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: TNL-26763-20

2021 CanLII 111621 (ON LTB)

A. Amount the Tenants must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	April 1, 2020 to May 6, 2020	\$242.72
Less the amount the Tenants paid to the Landlord		-\$9,963.50
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 7, 2020 to July 5, 2021	\$15,652.75
Less the rent deposit:		-\$1,120.26
Less the interest owing on the rent deposit:	January 1, 2020 to May 6, 2020	-\$8.57
Amount owing to the Landlord on the order date: (total of previous boxes)		\$4,803.14
Additional costs the Tenants must pay to the Landlord:		\$190.00
Plus daily compensation owing for each day of occupation starting July 6, 2021:		\$36.83 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$4,993.14, + \$36.83 per day starting July 6, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2020 to July 31, 2021	\$16,825.64
Less the amount the Tenants paid to the Landlord		-\$9,963.50
Additional costs the Tenants must pay to the Landlord:		\$190.00
Total the Tenants must pay to continue the tenancy:	On or before July 16, 2021	\$7,052.14