

Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-98410-21

In the matter of: 603, 1000 CEDARGLEN GATE
MISSISSAUGA ON L5C3Z5

Between: Sebastian Guerrero Landlord

and

Cathy Smith Tenant

Sebastian Guerrero (the 'Landlord') applied for an order to terminate the tenancy and evict Cathy Smith (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard via videoconference on June 14, 2021.

The Landlord and the Tenant attended the hearing.

The Tenant obtained summary legal advice from Tenant Duty Counsel prior to the commencement of the hearing.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from December 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective January 30, 2021.
2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$1431.56.
4. The Tenant has made no payment to the Landlord since the application was filed.
5. The Landlord collected a rent deposit of \$1,377.62 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 October 1, 2013 to January 30, 2021.
7. The Tenant agreed the rent arrears owing to the Landlord to June 30, 2021 is \$10,020.00. She stated her only source of income is through Ontario Works (\$733.00)

which is lower than her rent. Due to medical issues she is unable to work and she is no longer receiving support payments which has led to her inability to pay her rent. She requested a modified standard order which would allow her until the end of the summer to either obtain the money she owes to the Landlord or find alternative housing. She has recently requested financial assistance from friends but was unaware of the possibility of obtaining assistance through any other sources (rent bank, etc.).

8. The Landlord stated he is unable to continue to pay all the expenses for the apartment and which he understands the Tenant's circumstances, requests a standard order be issued.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the length of tenancy (28 years), the Tenant's physical and financial circumstances, her attempts at finding alternative housing as well as the potential prejudice to postponing an eviction for any length of time as the Tenant currently is unable to make any payments towards rent and has not made any rent payments for over half a year. I find that it would not be unfair to postpone the eviction until July 31, 2021 pursuant to subsection 83(1)(b) of the Act. This will afford additional time for the Tenant to investigate entities which may be able to assist her with the rent arrears she currently owes or locating alternative housing which she can afford.

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 July 31, 2021.
2. The Tenant shall pay to the Landlord \$8,316.07*, which represents the amount of rent owing and compensation up to June 28, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$47.06 per day for compensation for the use of the unit starting June 29, 2021 to the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing* on or before July 9, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 10, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before July 31, 2021, then starting August 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 1, 2021.
7. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:

- i) \$10,020.92 if the payment is made on or before June 30, 2021, or
- ii) \$11,452.48 if the payment is made on or before July 31, 2021**.

If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

- 8. 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 1, 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.

June 28, 2021
Date Issued



Troy Rossignol
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 February 1, 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)	December 1, 2020 to January 30, 2021	\$2,843.51
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	January 31, 2021 to June 28, 2021	\$7,011.94
Less the rent deposit:		-\$1,377.62
Less the interest owing on the rent deposit:	October 1, 2013 to January 30, 2021	-\$161.76
Amount owing to the Landlord on the order date: (total of previous boxes)		\$8,316.07
Plus daily compensation owing for each day of occupation starting June 29, 2021:		\$47.06 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$8,316.07, + \$47.06 per day starting June 29, 2021

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

1. If the payment is made on or before June 30, 2021:

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2020 to June 30, 2021	\$10,020.92
Total the Tenant must pay to continue the tenancy:	On or before June 30, 2021	\$10,020.92

2. If the payment is made after June 30, 2021 but on or before July 31, 2021:

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2020 to July 31, 2021	\$11,452.48
Total the Tenant must pay to continue the tenancy:	On or before July 31, 2021	\$11,452.48