



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-50631-21

In the matter of: 908, 160 CHERRYHILL PLACE
LONDON ON N6H4M4

Between: Minto Properties Inc. Landlord

and

Sebastian Kanayuk Tenant

Minto Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sebastian Kanayuk (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 5, 2021. The Landlord's Legal Representative, S. Lauersen, attended the hearing. As of 2:56 p.m., the Tenant was not present or represented at the hearing, although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2021 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective March 26, 2021.
2. The Tenant was in possession of the rental unit as of the date of the hearing.
3. The current monthly rent is \$1,220.00.
4. The Landlord collected a rent deposit of \$1,220.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenant for the period from December 1, 2019 to March 26, 2021.
5. As of the date of the hearing, the Tenant had paid a total of \$1,075.28 to the Landlord after the application was filed.
6. The Landlord has attempted to contact the Tenant on a monthly basis approximately, in attempts to resolve the application through an agreement. To this end, the Landlord's Legal Representative also attempted to contact the Tenant on August 3, 2021 in an attempt to negotiate an agreement. However, no agreement has been reached between the parties.

7. I have considered all of the disclosed circumstances in accordance with section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of the COVID-19 pandemic upon the parties and whether the Landlord has attempted to negotiate a payment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The arrears of rent are considerable, and it would not be reasonable to postpone this eviction any further.

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 November 14, 2021.
2. The Tenant shall pay to the Landlord \$7,624.71*, which represents the amount of rent owing and compensation up to November 3, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. Any payments made by the Tenant to the Landlord since the date of the hearing shall be deducted from the overall outstanding amount.
4. The Tenant shall also pay to the Landlord \$40.11 per day for compensation for the use of the unit starting November 4, 2021 to the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing* on or before November 14, 2021, the Tenant will start to owe interest. This will be simple interest calculated from November 15, 2021 at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before November 14, 2021, then starting November 15, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 November 15, 2021.
9. If, on or before November 14, 2021, the Tenant pays the amount of \$10,090.72** 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 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.
10. 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 November 15, 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.

November 3, 2021
Date Issued



Arnab Quadry
Member, Landlord and Tenant Board

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

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 May 15, 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)	March 1, 2021 to March 26, 2021	\$1,042.85
Less the amount the Tenant paid to the Landlord		-\$1,075.28
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 27, 2021 to November 3, 2021	\$8,904.42
Less the rent deposit:		-\$1,220.00
Less the interest owing on the rent deposit:	December 1, 2019 to March 26, 2021	-\$27.28
Amount owing to the Landlord on the order date: (total of previous boxes)		\$7,624.71
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting November 4, 2021:		\$40.11 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$7,810.71, + \$40.11 per day starting November 4, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2021 to November 30, 2021	\$10,980.00
Less the amount the Tenant paid to the Landlord		-\$1,075.28
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before November 14, 2021	\$10,090.72

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