



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

**File Number:** TNL-28633-20

**In the matter of:** 2202, 1202 YORK MILLS ROAD  
TORONTO ON M3A1Y2

**Between:** Sterling Silver Development Corporation

Landlord

**and**

Owen Gumba May Ominde

Tenant

Sterling Silver Development Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Owen Gumba May Ominde (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 26, 2021.

The Landlord's Legal Representative, Sharon Harris, and the Tenant attended the hearing. The Tenant spoke with Duty Counsel prior to the hearing.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2020 to April 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective September 25, 2020.
2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$2,071.59.
4. The Landlord collected a rent deposit of \$2,071.59 from the Tenant and this deposit is still being held by the Landlord.
5. The Landlord has paid interest on the rent deposit up to December 31, 2020. If the tenancy terminates pursuant to this order, the Landlord will not owe any further interest on the rent deposit.
6. The Tenant paid \$3.56 since the application was filed.

*Considerations Regarding Relief from Eviction*

7. As a result of the pandemic, the Tenant has had unstable and intermittent employment since March 2020.
8. The Tenant worked as a delivery driver and mover for a company that contracted with various corporations. There was decreased demand for his services when people started working at home. When employed, the Tenant earned on average \$700.00 to \$750.00 a week. However, he did not work full weeks between March and July due to the slowdown and was ultimately laid off in July. During September and November he was employed for five weeks.
9. Starting in December the Tenant set up his own online graphic design business. He earns approximately \$600.00-\$700.00 a month from this endeavour. This is essentially the amount of the Tenant's monthly expenses.
10. Since March 30, 2021, the Tenant has also been employed with a design company earning approximately \$3,000.00 a month. This is a relatively new job.
11. The Tenant's nephew resides with the Tenant but is not himself a tenant. He is an occupant and is listed as such on the lease. Nonetheless, the Tenant says the nephew will contribute to rent and the arrears. The nephew arrived in Canada in December 2019.
12. Since the end of January 2021, the nephew has been employed part-time at the Faculty of Dentistry at the University of Toronto. He earns approximately \$1,200.00 to \$1,400.00 a month.
13. The Tenant had only resided in the rental unit for a few months before the pandemic hit and he fell into arrears. The Landlord reached out to the Tenant on numerous occasions and the Tenant made efforts to explain his situation to the Landlord.
14. In September 2020, the Tenant proposed an outline of a payment plan to the property manager based on his projected income. However, the Tenant's application to the rent bank was denied and he could not follow through. Therefore, no proposed payment plan was forwarded or agreed to by the Landlord.
15. While I am sympathetic to the Tenant's situation, the fact remains that the Tenant has only paid a little over \$1,000.00 since March 2020. At the time of the hearing, the sole amount contributed towards rent since the application was filed was interest on the last month's rent deposit.
16. The Tenant advised he now intends to start paying rent. He also proposes to preserve the tenancy through a payment plan of rent plus an additional \$1,000.00 a month to go to the arrears. The arrears are substantial. Under the Tenant's proposed plan it would take between two and three years to pay off the arrears. This is a lengthy period of time for a relatively new tenant with a recent history of unstable employment. While the Tenant says that he will also get money from filing his taxes and will put any money back towards arrears, this is not money currently in his possession.

17. In the alternative, the Tenant requested two months to find a new place to live. He advised this additional time is based on his past experience of finding a unit in the same area which provides direct transit access to the College where his nephew was to study.

*Request for Expedited Enforcement*

18. Ontario Regulation 266/21 made under the *Emergency Management and Civil Protection Act* on April 8, 2021 states that the Court Enforcement Office (Sheriff) cannot enforce an eviction order issued by the Board unless the order requests that the Sheriff expedite enforcement.
19. The Landlord asked for an order that the Sheriff expedite enforcement.
20. The Landlord's request was based on the financial prejudice the Landlord faces. There was no evidence of an urgent problem nor that the Landlord would suffer serious financial issues or serious harm if the Tenant is not evicted until the moratorium ends.
21. As a result, the request for expedited enforcement is denied.
22. 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.
23. In light of the recency of this tenancy, the substantial nature of the arrears which have essentially gone unmitigated, and the recent history of unstable employment, I am not inclined to grant a payment plan.
24. The Tenant advised that in his experience it can take some time to find a rental unit in the neighbourhood. The moratorium is still in effect and the request for expedited enforcement was not granted. Therefore, the prejudice to the Landlord in granting a short extension of the eviction date is minimal. In addition to the month that has already passed since the hearing, I will provide the Tenant with additional time to find new accommodation.
25. As a result, I find that it would not be unfair to postpone eviction until June 30, 2021 pursuant to subsection 83(1)(b) 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 June 30, 2021.
2. The Tenant shall pay to the Landlord \$27,519.51\*, which represents the amount of rent owing and compensation up to May 31, 2021, less the rent deposit.

3. The Tenant shall also pay to the Landlord \$68.11 per day for compensation for the use of the unit starting June 1, 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 June 30, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 30, 2021, then starting July 1, 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 1, 2021.
8. 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) \$29,850.44 if the payment is made on or before May 31, 2021, or
  - ii) \$31,922.03 if the payment is made on or before June 30, 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.
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 July 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.
10. This order terminates the tenancy and permits the Landlord to file the order with Court Enforcement Office (Sheriff) to evict the Tenant. However, as of the date of this Order, the Sheriff cannot enforce this order as a result of Ontario Regulation 266/21 made under the *Emergency Management and Civil Protection Act* on April 8, 2021. The Tenant cannot be evicted from the rental unit while this regulation is in force. Eviction by the Sheriff may occur after the regulation is removed by the Ontario Government.

**May 31, 2021**  
**Date Issued**

  
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Rebecca Case  
Member, Landlord and Tenant Board

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 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**

**File Number: TNL-28633-20**

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	March 1, 2020 to December 31, 2020	\$19,310.05
Less the amount the Tenant paid to the Landlord		-\$3.56
Plus compensation:	January 1, 2021 to May 31, 2021	\$10,284.61
Less the rent deposit:		-\$2,071.59
<b>Amount owing to the Landlord on the order date:</b> (total of previous boxes)		<b>\$27,519.51</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 1, 2021:		\$68.11 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$27,705.51, + \$68.11 per day starting June 1, 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 May 31, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	March 1, 2020 to May 31, 2021	\$29,668.00
Less the amount the Tenant paid to the Landlord:		-\$3.56
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 May 31, 2021	\$29,850.44
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**2. If the payment is made after May 31, 2021 but on or before June 30, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	March 1, 2020 to June 30, 2021	\$31,739.59
Less the amount the Tenant paid to the Landlord:		-\$3.56
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 June 30, 2021	\$31,922.03