



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

**File Number:** SWL-46526-20

**In the matter of:** 210B, 75 ANN STREET  
LONDON ON N6A1R1

**Between:** Centurion Property Associates Inc. Landlord

**and**

Samuel Davey Tenant

Centurion Property Associates Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Samuel Davey (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by telephone/video-conference on April 29, 2021. The Landlord's Legal Representative, Robert Rose, attended the hearing. The Tenant, Samuel Davey, attended the hearing and was offered the opportunity to speak to tenant duty counsel before the hearing.

*Preliminary Issue: Tenant's OPCA Arguments Rejected*

1. While it was not framed by the Tenant as a preliminary issue, it was apparent throughout the hearing that the Tenant is an "Organized Pseudo-Legal Commercial Argument" respondent, of the type described, labeled, dissected, and exposed by Alberta Associate Chief Justice Rooke in *Meads v. Meads [2012] A.J. No. 980*. The types of arguments raised by the Tenant have been frequently raised and uniformly rejected by the Courts (*Meads para 71*). The arguments raised by freemen-on-the-land or similar movements are based on a central OPCA theme that the respondent is not bound by the law, is not subject to the authority of governments, courts/tribunals, nor are they bound by contracts to which they have not consented (such as residential tenancy agreements).
2. Another tenet of OPCA is dual identity and separation of the body/being from the legal person. While the Tenant declined to confirm his full name for the record, based on the submissions made by the Tenant during the hearing, and a review of the emails, disclosure, documents, and other evidence submitted to the Board before this hearing, I am satisfied on a balance of probabilities that I was dealing with the named Tenant with respect to the subject tenancy and rental property.

3. The Tenant had to be muted several times throughout the hearing. Despite repeated warnings not to interrupt or go off on tangents, some of his outbursts and disruptions had to be quelled in order to maintain hearing decorum. Despite the moments of muting, the Tenant was provided reasonable opportunity to participate, make submissions, and be heard.

**Determinations:**

4. The Tenant has not paid the total rent the Tenant was required to pay for the period from July 1, 2020 to April 30, 2021. Because of the arrears, the Landlord served a Notice of Termination with effective termination date October 4, 2020.
5. The Tenant is in possession of the rental unit.
6. The Tenant paid \$1,087.60 after the application was filed.
7. The Landlord collected a rent deposit of \$688.00 from the Tenant on June 1, 2020 and this deposit is still being held by the Landlord.
8. Interest on the rent deposit is owing to the Tenant for the period from June 1, 2020 to the termination date in the Notice of Termination, October 4, 2020.
9. There was dispute over the amount of monthly rent. The Landlord submitted rent has remained the same at \$688.00 monthly throughout the tenancy. A signed standard lease agreement was provided in their disclosure, with the Tenant's signature on page 17. The Tenant submitted that he was only obligated to pay for one-third (33%) of the arrears but failed to provide submissions or evidence to support his claim. A review of the Tenant's disclosure for this hearing (including email correspondence with the property manager of the MARQ student residence) reveals the Tenant made prior complaints about a lack of amenities at the rental unit and other "problems at my apartment". The Tenant was invited to make relevant submissions on this issue, but no section 82 maintenance issues or rent abatement submissions were made for my consideration. As a result, I am satisfied on a balance of probabilities that the monthly rent is \$688.00.
10. The Landlord submitted letters dated September 15, 2020, December 10, 2020, February 16, 2021 and March 5, 2021 outlining the various attempts they made to try to negotiate a repayment plan with the Tenant. I am satisfied that the Landlord met their obligations to try to negotiate a payment plan under section 83(6) of the *Residential Tenancies Act, 2006* (the 'Act') since the rent arrears arose during COVID19.
11. The parties were canvassed about their particular circumstances as per section 82(2) of the Act for me to consider whether to deny or delay the eviction. The Landlord is a large corporate landlord seeking a standard 11-day eviction order and rent arrears. There was a related file before the Board for an L3 ex-parte order in application SWL-49751-21, where the tenancy was terminated effective April 30, 2021 per the N9 signed by the Tenant.

12. Notwithstanding the ex-parte eviction order from the related file, the Tenant expressed that his income has been limited due to COVID19 and that he would require extra time to move. He requested until the end of May 2021. The Tenant was invited to make further submissions about his particular circumstances for my consideration but was not forthcoming. I am sensitive to the fact that the Tenant's livelihood, work, and income situations were likely impacted due to the pandemic. The Tenant has made sporadic, short payments since the application was filed.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2021 pursuant to subsection 83(1)(b) of the Act. Since the order is issued after the end of May, the Tenant is being provided additional time until the end of June, 2021 in order to either extend the time to pay the arrears and void this order, or to have the necessary time required to arrange to move.

**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. Between the hearing date and the issuance date of this order, further monthly rent has become due. These amounts have been included in the calculations below. If the Tenant made any payments after the hearing date, these amounts shall be deducted from the amounts below.

***Pay and Go Option*** (see section A of the attached Schedule 1: Summary of Calculations)

3. The Tenant shall pay to the Landlord \$4,574.30\*, which represents the amount of rent owing and compensation up to the order date June 10, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
4. The Tenant shall also pay to the Landlord \$22.62 per day for compensation for the use of the unit starting June 11, 2021 to the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing of **\$4,775.30\*\*** 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.
7. 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.

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 July 1, 2021.

***Pay and Stay Option*** (see section B of the attached Schedule 1: Summary of Calculations)

9. The Tenant may void this order for eviction and continue in the tenancy by paying the Landlord or the Board in trust: **\$5,570.40\*\*\*** on or before June 30, 2021. This means that the tenancy would not be terminated and the Tenant could remain in the rental 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 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.

**June 10, 2021**

**Date Issued**

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Michelle Tan

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 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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**File Number: SWL-46526-20**

**A. Amount the Tenant must pay if the tenancy is terminated (*Pay and Go Option*):**

Reasons for amount owing	Period	Amount
Arrears: (from the start of the period claimed in the Notice of Termination, up to the termination date in the Notice of Termination)	July 1, 2020 to October 4, 2020	\$702.16
Plus compensation: (from the day after the termination date in the Notice of Termination, up to the date of the order)	October 5, 2020 to June 10, 2021	\$5,652.97
Less the amount the Tenant paid to the Landlord: (from the application filing date to the hearing date)		-\$1,087.60
Less the rent deposit:		-\$688.00
Less the interest owing on the rent deposit:	June 1, 2020 to October 4, 2020	-\$5.23
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$4,574.30*</b>
Additional costs the Tenant must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting June 11, 2021:		\$22.62 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$4,775.30**, + \$22.62 per day starting June 11, 2021</b>

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**B. Amount the Tenant must pay to void the eviction order and continue the tenancy (*Pay and Stay Option*):**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	July 1, 2020 to June 30, 2021	\$6,457.00
Less the amount the Tenant paid to the Landlord		-\$1,087.60
Additional costs the Tenant must pay to the Landlord:		\$201.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before June 30, 2021	<b>\$5,570.40***</b>