



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-43735-20

In the matter of: 15503 THIRTEEN MILE ROAD RR4
DENFIELD ON N0M1P0

Between: Brookwood Farms Inc. Landlord

and

Lucien (Luke) Foisy Tenant

Brookwood Farms Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Lucien (Luke) Foisy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (the 'L1 application').

The Landlord also applied for an order to terminate the tenancy as the Tenant had abandoned the rental unit (the 'L2 application').

This combined L1/L2 application was heard by videoconference on August 16, 2021. The Landlord's Agent, M. Rapp, attended the hearing, along with her support person, R. Werda. As of 1:26 p.m., the Tenant was not present or represented at the hearing, although properly served with notice of this hearing by the Board.

Determinations:

L1 application

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from January 1, 2018 to August 15, 2020. Because of the arrears, the Landlord served a Notice of Termination effective April 15, 2020.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant did not make any payments to the Landlord after the application was filed.
4. The Landlord took vacant possession of the rental unit on August 15, 2020. As such, the tenancy between the parties shall be terminated as of August 15, 2020.

L2 application

5. The Landlord sought an order that the Tenant had abandoned the rental unit without notice to the Landlord.
6. As the tenancy has already been terminated in accordance with the L1 application above, the issue of whether the Tenant abandoned the rental unit is moot.
7. The Landlord's L2 application also claimed \$3,000.00 as compensation for alleged damage to the rental unit. The Landlord's Agent did not provide any testimony at the hearing, or any invoices or other documentary evidence, to substantiate this claim. As such, this portion of the Landlord's application is dismissed for a lack of evidence.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 15, 2020, the date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenant shall pay to the Landlord \$5,994.40*, which represents the amount of rent owing and compensation up to August 15, 2020.
3. The Tenant shall also pay to the Landlord \$190.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing* on or before December 7, 2021, the Tenant will start to owe interest. This will be simple interest calculated from December 8, 2021 at 2.00% annually on the balance outstanding.

November 26, 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.

* Refer to section A on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

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A. Amount the Tenant must pay as the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	January 1, 2020 to April 15, 2020	\$4,490.14
Plus compensation: (from the day after the termination date in the Notice to the date the tenancy was vacated)	April 16, 2020 to August 15, 2020	\$1,504.26
Amount owing to the Landlord on the order date: (total of previous boxes)		\$5,994.40
Additional costs the Tenant must pay to the Landlord:		\$190.00
Total the Tenant must pay the Landlord as the tenancy is terminated:		\$6,184.40

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