



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

**File Number:** TEL-13027-20

**In the matter of:** BASEMENT, 95 LINCOLN STREET  
AJAX ON L1S6C7

**Between:** Robila Haider Landlord

**and**

Nick Blackshaw Tenant

Robila Haider (the 'Landlord') applied for an order to terminate the tenancy and evict Nick Blackshaw (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 21, 2021. The Landlord's Legal Representative, Carrie Aylwin, and the Tenant attended the hearing. The parties met with a Board mediator but were unable to resolve the issues.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from November 1, 2019 to April 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective September 27, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$900.00.
4. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from February 1, 2019 to September 27, 2020.
6. The Tenant paid \$500.00 after the application was filed.
7. This order is dated July 16, 2021. The Landlord must apply any payments made since the hearing against the amount owing in the order below.

8. The Landlord's Legal Representative stated that the Landlord had negotiated a payment plan with the Tenant and the Tenant had not adhered to the plan.
9. The Tenant stated that he had lost his job during the pandemic, and though he had done his best to keep up with his arrears payments while he was employed, he had not worked since December. He stated that he had started working again and requested a one-year payment plan. Based on arrears of \$6,886.00, his monthly payment would be \$573.83.
10. The Landlord's Legal Representative stated that the Landlord was not convinced that the Tenant could afford the payment plan he was proposing and requested an order for eviction.
11. The Tenant stated that his gross income from his new job ranges between \$750.00 and \$1,125.00 per week, depending on his hours. He said he anticipated earning \$3,500 per month. His monthly expenses are \$2,920.00.
12. I am not satisfied that the Tenant's income is sufficient to meet his proposed payment plan. The Tenant has not made any payments since making a partial rent payment in October, 2020, although he testified that he was employed until December 2020. The Landlord's Legal Representative stated that the Landlord could not afford to extend the payment plan over a full year, and that the loss of rental income was causing financial stress.
13. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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 July 27, 2021.
2. The Tenant shall pay to the Landlord \$8,006.39\*, which represents the amount of rent owing and compensation up to July 16, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$29.59 per day for compensation for the use of the unit starting July 17, 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 July 27, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 28, 2021 at 2.00% annually on the balance outstanding.

6. If the unit is not vacated on or before July 27, 2021, then starting July 28, 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 28, 2021.
8. If, on or before July 27, 2021, the Tenant pays the amount of \$9,586.00\*\* 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.
9. The amount of \$9,586.00\*\* to continue the tenancy in paragraph 8 above include rent that has come due since the date of the hearing. The Landlord must apply payments made by the Tenant since the hearing against the amount owing.
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 28, 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.

**July 16, 2021**  
**Date Issued**



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Kathleen Wells  
Member, Landlord and Tenant Board

Toronto East-RO  
2275 Midland Avenue, Unit 2  
Toronto ON M1P3E7

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 28, 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: TEL-13027-20

2021 CanLII 110393 (ON LTB)

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	November 1, 2019 to September 27, 2020	\$798.90
Less the amount the Tenant paid to the Landlord		-\$500.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	September 28, 2020 to July 16, 2021	\$8,640.28
Less the rent deposit:		-\$900.00
Less the interest owing on the rent deposit:	February 1, 2019 to September 27, 2020	-\$32.79
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$8,006.39</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 17, 2021:		\$29.59 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$8,192.39, + \$29.59 per day starting July 17, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	November 1, 2019 to July 31, 2021	\$9,900.00
Less the amount the Tenant paid to the Landlord		-\$500.00
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 July 27, 2021	<b>\$9,586.00</b>