



Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-08581-20

In the matter of: 615, 140 MAIN STREET W
HAMILTON ON L8P0B8

Between: BCIMC Realty Corporation

Landlord

and

Josiah Samson

Tenant

BCIMC Realty Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Josiah Samson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by video conference on June 3, 2021 beginning at 9:00 a.m.

The Landlord's Legal Representative, Martin Zarnett, the Landlord's Agent, Vanessa Sullivan, and the Tenant attended the hearing.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from September 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective September 30, 2020.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant officially vacated the rental unit on June 3, 2021. At the hearing, the Tenant stated that it was okay for the Landlord to take possession and change the locks.
4. On November 1, 2020, the lawful monthly rent increased to \$2,218.76. Prior to this, the lawful monthly rent was \$2,171.00.
5. The arrears of rent owing for the period ending June 30, 2021 total \$21,924.96.
6. The Tenant did not pay any rent since the application was filed.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,187.24 from the Tenant and this deposit is still being held by the Landlord.

9. Interest on the rent deposit is owing to the Tenant for the period from January 1, 2021 to September 30, 2020.
10. The Tenant testified that he had actually left the rental unit on October 31, 2020 and he added that he had no obligation to the Landlord past that date due to the fact that his lease ended then. He also stated that he left the keys in the mailbox and left a voicemail.
11. The Landlord's Legal Representative testified that the Tenant did not provide any proper termination notice nor did the Tenant ever gave back the keys to the Landlord. He added that the Tenant never even spoke to anyone working for Landlord.
12. Upon questioning the Tenant, it was determined that the Tenant put keys into his Canada Post mailbox of which the Landlord has no access to given that it is property of Canada Post and not the Landlord.
13. The Landlord's Agent further added that on April 21 ,2021 she inspected the rental unit and found food in the fridge and freezer, shelving, plates, many other items and even a sheet on the floor. This testimony directly contradicts the Tenant's statement about leaving on October 31, 2020.
14. I have considered all of the disclosed circumstances in accordance with the *Residential Tenancies Act, 2006* (the 'Act'), and find that the tenancy officially ended at the hearing on June 3, 2021 when the Tenant gave the Landlord permission to change the locks and take possession of the unit.
15. This order contains all of the reasons in this matter and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant terminated as of June 3, 2021, the date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenant shall pay to the Landlord **\$19,559.25***, which represents the amount of rent owing and compensation up to June 3, 2021, less the rent deposit and the interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord **\$186.00** for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing* on or before June 21, 2021, the Tenant will start to owe interest. This will be simple interest calculated from June 22, 2021 at 2.00% annually on the balance outstanding.

June 10, 2021
Date Issued

Michael Di Salle
Michael Di Salle
Member, Landlord and Tenant Board

Head Office
777 Bay Street, 12th Floor
Toronto Ontario M5G2E5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

* Refer to 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)	September 1, 2020 to September 30, 2020	\$4,174.88
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 1, 2020 to June 3, 2021	\$17,559.48
Less the rent deposit:		-\$2,187.24
Less the interest owing on the rent deposit:	January 1, 2021 to September 30, 2020	\$12.13
Amount owing to the Landlord on the order date: (total of previous boxes)		\$19,559.25
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay the Landlord as the tenancy is terminated:		\$19,745.25

2021 CanLII 94578 (ON LTB)