



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

**File Number:** CEL-95866-20

**In the matter of:** 1403, 66 MALTA AVENUE  
BRAMPTON ON L6Y4V9

**Between:** Neelands Place Inc

Landlord

**and**

Sophia Lindsay

Tenant

Neelands Place Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Sophia Lindsay (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (The L1 application)

The Landlord also filed an application to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent. (The L2 application)

The applications were heard together by videoconference on April 15, 2021. Only the Landlord's Legal Representative, Raza Khimji, attended the hearing. As of 9:45 a.m., the Tenant was not present or represented at the hearing, although properly served with notice of this hearing by the Board.

**Determinations:**

*The L1 application - Arrears*

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from January 1, 2020 to April 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective August 25, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$138.00.
4. The Landlord collected a rent deposit of \$369.00 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 January 1, 2020 to August 25, 2020.

6. The Tenant paid \$1,046.00 after the application was filed.
7. The Landlord must apply any payments made by the Tenant since the hearing against the amount owing in the order below.
8. The Landlord's Legal Representative stated that the Landlord has reached out to the Tenant with respect to the arrears. The Tenant has met with the Landlord's office staff on multiple occasions to discuss a plan to pay the arrears. The Tenant made one payment of \$1046.00 in September 2020. Unfortunately, the Tenant has not proposed a payment plan, and has made no payments since September 2020.
9. The Landlord's Legal Representative was seeking an order to terminate the tenancy and evict the Tenant.
10. The total amount owing\*\* to continue the tenancy includes rent that has come due since the hearing. The Landlord must apply any payments made by the Tenant since the hearing against the amount owing.

The L2 application:

11. This is a monthly tenancy, and rent is due on the first day of each month. The evidence before me reveals that the Tenant has not paid the full rent when due for seven months before the hearing date. I am satisfied that the Tenant has been persistently late in paying the rent.
12. 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 grant relief from eviction pursuant to subsection 83(1) of the Act subject to conditions imposed under subsection 204(1) of the Act as requested by the Landlord at the hearing.

**It is ordered that:**

The L1 application - Arrears

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 2, 2021.
2. The Tenant shall pay to the Landlord \$2,385.89\*, which represents the amount of rent owing and compensation up to June 21, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$4.54 per day for compensation for the use of the unit starting June 22, 2021 to the date the Tenant moves out of the unit.

4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing\* on or before July 2, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 3, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 2, 2021, then starting July 3, 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 3, 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) \$3,003.75 if the payment is made on or before June 30, 2021, or
  - ii) \$3,141.75 if the payment is made on or before July 2, 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 amounts\*\* in paragraph 8 above to continue the tenancy 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 3, 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.

The L2 application:

11. In the event that the Tenant is able to void the L1 application portion of this order by making the payment required in paragraph 8 above, the Landlord's application to terminate the tenancy for persistently paying the rent late is denied, subject to the following conditions:
  - a) On or before April 1, 2018, the Tenant shall pay to the Landlord the lawful monthly rent for April 2018 in full and in guaranteed funds; and
  - b) For a period of 12 consecutive months, from August 2021 to July 2022, the Tenant shall pay the lawful monthly rent to the Landlord in full and in guaranteed funds, on or before the first day of each month.

12. In the event that the Tenant fails to make any of the payments indicated in paragraph 10 of this order in full and on time, the Landlord shall be entitled to apply to the Board, no later than 30 days after a breach of this order, without notice to the Tenants, for an order terminating the tenancy and evicting the Tenant pursuant to Section 78 of the Act.

**June 21, 2021**

**Date Issued**



Kathleen Wells

Member, Landlord and Tenant Board

Central-RO  
3 Robert Speck Pkwy, 5th Floor  
Mississauga ON L4Z2G5

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 3, 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: CEL-95866-20

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	January 1, 2020 to August 25, 2020	\$2,444.17
Less the amount the Tenant paid to the Landlord		-\$1,046.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 26, 2020 to June 21, 2021	\$1,362.00
Less the rent deposit:		-\$369.00
Less the interest owing on the rent deposit:	January 1, 2020 to August 25, 2020	-\$5.28
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$2,385.89</b>
Additional costs the Tenant must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting June 22, 2021:		\$4.54 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$2,586.89, + \$4.54 per day starting June 22, 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 June 30, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	January 1, 2020 to June 30, 2021	\$3,848.75
Less the amount the Tenant paid to the Landlord:		-\$1,046.00
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>\$3,003.75</b>

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2. If the payment is made after June 30, 2021 but on or before July 2, 2021:

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	January 1, 2020 to July 31, 2021	\$3,986.75
Less the amount the Tenant paid to the Landlord:		-\$1,046.00
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 July 2, 2021	<b>\$3,141.75</b>