

Order under Section 69
Residential Tenancies Act, 2006

File Number: NOL-43632-21

In the matter of: 202, 412 CUMBERLAND STREET NORTH
THUNDER BAY ON P7A4R1

Between: Casa Mia Apartment Rentals Landlord

and

Robert Vlassoff Tenant

Casa Mia Apartment Rentals (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Vlassoff (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by video conference on December 2, 2021. The Landlord's Agent, Jennifer Koopman, and the Tenant attended the hearing.

Preliminary Issues:

Although present, the Tenant refused to speak at 3:37 p.m. when the application was called. After taking the Landlord's submissions at 3:42 p.m., I asked the Landlord to wait for 10 minutes so I could observe the Tenant's reaction. As I was speaking to the Landlord, the Tenant disconnected from the hearing and reconnected some time after 4:00 p.m. I am satisfied that the Tenant deliberately chose not to participate in the proceeding.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from June 1, 2021 to December 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective July 20, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,025.00.
4. The Tenant paid \$300.00 after the application was filed.
5. The Landlord is not holding a last month's rent deposit.
6. The Landlord's Agent stated that the Tenant pretended he was unable to speak and used sign language on one occasion when the Landlord tried to speak with him on the necessity of a repayment agreement. On another occasion, the Tenant spoke to the Landlord rudely without any sign language.


7. I have considered all of the disclosed circumstances in accordance with section 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. The Tenant has barely paid a month's rent since the application was filed.

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 December 28, 2021.
2. The Tenant shall pay to the Landlord \$5,420.27*, which represents the amount of rent owing and compensation up to December 16, 2021.
3. The Tenant shall also pay to the Landlord \$33.70 per day for compensation for the use of the unit starting December 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 December 28, 2021, the Tenant will start to owe interest. This will be simple interest calculated from December 29, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before December 28, 2021, then starting December 29, 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 December 29, 2021.
8. If, on or before December 28, 2021, the Tenant pays the amount of \$6,061.00** 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 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 December 29, 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.

December 16, 2021
Date Issued

Northern-RO



Jitewa Edu
Member, Landlord and Tenant Board

199 Larch Street, Provincial Building, Suite 301
Sudbury ON P3E5P9

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 June 29, 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**

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	June 1, 2021 to July 20, 2021	\$698.97
Less the amount the Tenant paid to the Landlord		-\$300.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 21, 2021 to December 16, 2021	\$5,021.30
Amount owing to the Landlord on the order date:(total of previous boxes)		\$5,420.27
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting December 17, 2021:		\$33.70 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$5,606.27, + \$33.70 per day starting December 17, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	June 1, 2021 to December 31, 2021	\$6,175.00
Less the amount the Tenant paid to the Landlord		-\$300.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before December 28, 2021	\$6,061.00

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