



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-21479-21

In the matter of: 4, 10 SENECA STREET
ST CATHARINES ON L2R2T9

Between: Robert Harper Landlord

and

Donald Bassett Tenant

Robert Harper (the 'Landlord') applied for an order to terminate the tenancy and evict Donald Bassett (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes and because the Tenant, another occupant of the rental unit or someone he permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

This application was heard by videoconference on November 10, 2021.

Only the Landlord attended the hearing, although the Tenant was properly served with notice of hearing by the Board.

Determinations:

L1 Application

1. The Tenant is still in possession of the rental property.
2. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2021 to November 30, 2021.
3. Because of the arrears, the Landlord served a Notice of Termination effective March 16, 2021.
4. The monthly rent is \$900.00.
5. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenant for the period from July 31, 2020 to March 16, 2021.

6. Section 83 requires that I consider all the circumstances, including the Tenant's and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction. The Tenant has not made any rent payments since the filing of the L1 Application, and there are significant arrears owing. The Landlord indicated that the Tenant lives alone, with no dependents. 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 be unfair to postpone eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing, and thus did not provide any evidence that may be relevant to my determination under s. 83.

L2 Application

7. The Landlord served the Tenant with a Form N5, on the basis the Tenant 's behaviour, or the behaviour of someone visiting or living with the Tenant has substantially interfered with another Tenant's or the Landlord's reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests.
8. The Landlord relies upon events occurring January through to March 2021, whereby the Tenant was swearing at the Landlord's maintenance professional and being verbally abusive as he attempted to perform repairs at the Tenant's unit on January 18, 2021 and in early March 2021. I find the Tenant's behaviour has substantially interfered with the Landlord's lawful rights, privileges, or interests by being verbally abusive towards the maintenance professional engaged by the Landlord to keep the property in good repair.
9. Since this the first N5 served, the Tenant had 7 days to stop the activities or correct the behaviour, as per s.64(3) of the Act. Insufficient information was led for me to conclude on a balance of probabilities that the Tenant failed to stop the conduct or activity within seven days. The Landlord's L2 application must therefore fail.

It is ordered that:

L1 Application

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 January 22, 2022.
2. The Tenant shall pay to the Landlord \$8,479.44*, which represents the amount of rent owing and compensation up to January 11, 2022, 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 January 12, 2022 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 January 22, 2022, the Tenant will start to owe interest. This will be simple interest calculated from January 23, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 22, 2022, then starting January 23, 2022, 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 January 23, 2022.
8. If, on or before January 22, 2022, the Tenant pays the amount of \$10,101.00** 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 January 23, 2022 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.

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L2 Application

1. The Landlord's L2 Application is dismissed.



January 11, 2022
Date Issued

Peter Nicholson
Member, Landlord and Tenant Board

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7

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 July 23, 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)	March 1, 2021 to March 16, 2021	\$473.42
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 17, 2021 to January 11, 2022	\$8,906.59
Less the rent deposit:		-\$900.00
Less the interest owing on the rent deposit:	July 31, 2020 to March 16, 2021	-\$0.57
Amount owing to the Landlord on the order date: (total of previous boxes)		\$8,479.44
Additional costs the Tenant must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting January 12, 2022:		\$29.59 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$8,680.44, + \$29.59 per day starting January 12, 2022

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

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2021 to January 31, 2022	\$9,900.00
Additional costs the Tenant must pay to the Landlord:		\$201.00
Total the Tenant must pay to continue the tenancy:	On or before January 22, 2022	\$10,101.00

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