



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-18322-20

In the matter of: 3, 93 ALFRED STREET
BRANTFORD ON N3S5G1

Between: Myan Properties Inc

Landlord

and

Chloe Kinrade

Tenant

Myan Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Chloe Kinrade (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard via video/teleconference on June 15, 2021.

Only the Landlord attended the hearing. As of 2:05 .m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Landlord served a Notice of Termination effective November 25, 2020 because the Tenant has not paid the total rent the Tenant was required to pay for the period from November 1, 2020 to June 30, 2021.
2. The monthly lawful rent is \$1,479.00
3. The Landlord collected a rent deposit of \$1,450.00 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 September 24, 2020.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Landlord submitted a L1 information update form setting out that the Tenant did not pay anything after the application was filed with the Board and the total amount of the rent arrears now owing up to June 30, 2021 is \$11,832.00.
6. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that as of the hearing date, the Tenant owes to the Landlord up to the period ending June 30, 2021, rent arrears of \$11,832.00, plus \$186.00 for the Landlord's cost to file the application - totalling \$12,018.00.

7. The Landlord testified that there have been a number of conversations with and letters sent to the Tenant about the arrears but was unsuccessful in reaching any form of a settlement or a negotiated repayment plan with the Tenants. As a result, I am satisfied that the Landlord complied with their obligations under subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').
8. I have also considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant has not paid any rent to the Landlord since the filing of the application. The Tenant did not attend the hearing to make submissions.

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 June 30, 2021.
2. The Tenant shall pay to the Landlord \$9,921.69*, which represents the amount of rent owing and compensation up to June 22, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$48.62 per day for compensation for the use of the unit starting June 23, 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 June 30, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 30, 2021, then starting July 1, 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 1, 2021.
8. If, on or before June 30, 2021, the Tenant pays the amount of \$12,018.00** 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 July 1, 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.

June 22, 2021
Date Issued

 Randy Aulbrook
 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 January 1, 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.

Daily Compensation $\frac{\text{Monthly Rent } \$1479.00 \times 12}{365} = \48.62

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**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)	November 1, 2020 to November 25, 2020	\$1,215.62
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 26, 2020 to June 22, 2021	\$10,161.58
Less the rent deposit:		-\$1,450.00
Less the interest owing on the rent deposit:	September 24, 2020 to November 25, 2020	-\$5.51
Amount owing to the Landlord on the order date: (total of previous boxes)		\$9,921.69
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 23, 2021:		\$48.62 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$10,107.69, + \$48.62 per day starting June 23, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	November 1, 2020 to June 30, 2021	\$11,832.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before June 30, 2021	\$12,018.00

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