



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

**File Number:** NOL-41678-20

**In the matter of:** 3, 1071 LORNE STREET  
SUDBURY ON P3C4S6

**Between:** Chloe Davis Landlord  
**and**  
Riley Mercier Tenant

Chloe Davis (the 'Landlord') applied for an order to terminate the tenancy and evict Riley Mercier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 24, 2021. The Landlord's Legal Representative, Deborah Shewman attended the hearing. The Tenant also attended the hearing and spoke with Duty Counsel prior to the hearing.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from July 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 23, 2020.
2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$850.00.
4. The Tenant has made no payments since the application was filed.
5. The Landlord collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from May 14, 2020 to December 23, 2020.
7. I have considered all of the disclosed circumstances in accordance with subsection 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.

8. The Tenant did not provide advance disclosure to the Landlord or the Board as required as detailed in the Notice of Hearing package sent to the parties. Accordingly, the Tenant is not permitted to raise issues under section 82 of the Act. No evidence was led to establish the Landlord is in serious breach of their responsibilities under the Act.
9. The Tenant requested the Board exercise discretion in this case by allowing him to pay \$100.00 a month towards the arrears. He stated that he currently receives \$900.00 bi-weekly in Canada Emergency Response Benefits ('CERB'). He indicated that he could possibly pay as much as \$250.00 a month towards the arrears but would be unable to afford more at this time.
10. This is a young tenancy. The Tenant moved in June 2020. He paid the first and last month's rent deposit and immediately fell into arrears. Despite being in receipt of CERB since May 2020, the Tenant has made no payments to the Landlord since the application was filed. Even if the Tenant could pay the Landlord \$250.00 a month, that proposal would amount to a plan of nearly 3 ½ years. I find this to be overly prejudicial to the Landlord.

**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 July 19, 2021.
2. The Tenant shall pay to the Landlord \$8,707.42\*, which represents the amount of rent owing and compensation up to July 8, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$27.95 per day for compensation for the use of the unit starting July 9, 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 July 19, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 20, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 19, 2021, then starting July 20, 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 20, 2021.

8. **If, on or before July 19, 2021, the Tenant pays the amount of \$10,406.00\*\* 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 20, 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.

**July 8, 2021**  
**Date Issued**



**Dawn Sullivan**  
Member, Landlord and Tenant Board

Northern-RO  
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 January 20, 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: NOL-41678-20**

**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)	July 1, 2020 to December 23, 2020	\$4,062.74
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 24, 2020 to July 8, 2021	\$5,506.15
Less the rent deposit:		-\$850.00
Less the interest owing on the rent deposit:	May 14, 2020 to December 23, 2020	-\$11.47
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$8,707.42</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 9, 2021:		\$27.95 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$8,893.42, + \$27.95 per day starting July 9, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	July 1, 2020 to July 31, 2021	\$10,220.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before July 19, 2021	<b>\$10,406.00</b>

2021 CanLII 102854 (ON LTB)