



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

**File Number:** NOL-41206-20

**In the matter of:** 200 LIMBRICK STREET  
THUNDER BAY ON P7C4S7

**Between:** Native People Of Thunder Bay Dev. Corp. Landlord

**and**

Edward Decorte Jr. Tenants  
Lily Vescio

Native People Of Thunder Bay Dev. Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Lily Vescio and Edward Decorte Jr. (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 20, 2021.

Only the Landlord's agent Cindy Pareigis attended the hearing.

The Tenants were not present or represented by 9:55 a.m. although properly served with notice of the hearing by the Board.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from February 1, 2020 to May 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective March 13, 2020.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,283.00.
4. The Landlord is not holding a last month's rent deposit.
5. The Tenants have made no payments since the application was filed.
6. 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.

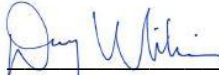
7. In particular, I accepted the Landlord's uncontested evidence that the rent arrears in this case arose because the Tenants lost their rent subsidy. Since then, the Landlord has sent the Tenants statements every month with notes to call the Landlord's agent to discuss the arrears and the loss of subsidy. The Landlord's tenant relations worker has also tried, unsuccessfully, to contact the Tenants by visiting the Tenants at their home. The Landlord has also provided the Tenants with information about financial resources that may be available to them through The District of Thunder Bay Social Services Administration Board. As of the date of the hearing, the Tenants had not responded to any of the Landlord's multiple attempts to resolve the issue of the Tenants' arrears. In circumstances where the Landlord was not aware of any circumstances that would favour refusal of or postponement of eviction, and where the Tenants were not present to provide evidence to the contrary, and where the Tenants have not made any payments towards the rent arrears, I find that the tenancy is no longer sustainable and that it would be unfair to provide relief from eviction.

**It is ordered that:**

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 5, 2021.
2. The Tenants shall pay to the Landlord \$21,571.59\*, which represents the amount of rent owing and compensation up to June 24, 2021.
3. The Tenants shall also pay to the Landlord \$42.18 per day for compensation for the use of the unit starting June 25, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing\* on or before July 5, 2021, the Tenants will start to owe interest. This will be simple interest calculated from July 6, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 5, 2021, then starting July 6, 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 6, 2021.
8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
  - i) \$21,997.00 if the payment is made on or before June 30, 2021, or
  - ii) \$23,280.00 if the payment is made on or before July 5, 2021\*\*.If the Tenants do 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 Tenants 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 6, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

**June 24, 2021**  
**Date Issued**

  
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Douglas Wilkins  
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 6, 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-41206-20**

**A. Amount the Tenants 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)	February 1, 2020 to March 13, 2020	\$1,831.35
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 14, 2020 to June 24, 2021	\$19,740.24
<b>Amount owing to the Landlord on the order date:</b> (total of previous boxes)		<b>\$21,571.59</b>
<b>Additional costs the Tenants must pay to the Landlord:</b>		<b>\$186.00</b>
Plus daily compensation owing for each day of occupation starting June 25, 2021:		\$42.18 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$21,757.59, + \$42.18 per day starting June 25, 2021</b>

**B. Amount the Tenants 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:	February 1, 2020 to June 30, 2021	\$21,811.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before June 30, 2021	<b>\$21,997.00</b>

**2. If the payment is made after June 30, 2021 but on or before July 5, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	February 1, 2020 to July 31, 2021	\$23,094.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before July 5, 2021	<b>\$23,280.00</b>

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