



Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-08888-20

In the matter of: 105, 904 PAISLEY ROAD
GUELPH ON N1K0C6

Between: Kaizen Investment Holdings Inc

Landlord

and

Mary Lea Marr
Pat McBride
Vince Russo

Tenants

Kaizen Investment Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Pat McBride, Vince Russo and Mary Lea Marr (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 1, 2021.

The Landlord's agent, Taylor Beech, and the first-named Tenant attended the hearing.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from October 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective November 9, 2020.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,400.00.
4. The Tenants made no payments since the application was filed.
5. The Landlord collected a rent deposit of \$1,400.00 from the Tenants and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenants for the period from June 11, 2020 to November 9, 2020.
7. The arrears and costs owing to June 30, 2021 total \$12,786.00.
8. The Landlord seeks a standard, voidable, eleven-day order.

TENANT'S REQUEST FOR RELIEF

9. The Tenant does not dispute the quantum of arrears as claimed by the Landlord.
10. She explains that the reason she fell into rent arrears is two-fold; first, the Landlord has been declining the e-transfer payments stating that "the rent will not be accepted unless paid in full." No documentary evidence was submitted in support of this assertion. Second, there has been a delay in receiving the Canada Recovery Benefit resulting in a delay in payment to the Landlord.
11. The Tenant seeks to preserve her tenancy and proposes a repayment plan whereby she would pay an additional \$200.00 each month on top of her rent for the next 64 months until the arrears are paid in full.
12. In the alternative, the Tenant seeks a delay of 60 days to secure alternative accommodation. This tenancy began in June 2020, the Tenant lives in the rental unit with her spouse and father.
13. The Landlord denies both refusing and rejecting any e-transfer payments from the Tenant. Further, the Landlord opposes the Tenant's request for relief as it is excess in length and the Tenant's delinquent payments have had a substantial financial impact on the Landlord as he is a single parent, owns multiple properties and has had two businesses shut down; he requires the funds to pay off his lenders.

ANALYSIS

14. Based on the evidence before the Board, I find the arrears and costs owing to June 30, 2021 total \$12,786.00. This is undisputed by the parties.
15. I also do not find that the Landlord has been refusing or rejecting partial payments from the Tenants; I say this based on the Landlord's own testimony as well as the lack of documentary evidence presented by the Tenants to indicate otherwise, such as an e-transfer that was rejected as a notification would be received by the Tenant to indicate so. I further find it illogical for any landlord who is owed money to refuse any payment made by a tenant that is not in the full amount.
16. With respect to the Tenant's request for relief, I find that 64 months is an excessive amount of time to pay back arrears that began four months after the tenancy commenced, particularly where no payments have been made to the Landlord since. As such, the Tenants' request for a repayment plan is denied.
17. In terms of postponing eviction, I do not find it appropriate under the circumstances to delay the eviction given that this is a relatively new tenancy which commenced last June, 2020 and there have been no payments made to the Landlord since October 2020; further, I am not satisfied that there is a change in the circumstances that have improved the Tenant's financial condition and so, a standard order shall issue.
18. 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.

19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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 6, 2021.
2. The Tenants shall pay to the Landlord \$10,896.26*, which represents the amount of rent owing and compensation up to June 25, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$46.03 per day for compensation for the use of the unit starting June 26, 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 6, 2021, the Tenants will start to owe interest. This will be simple interest calculated from July 7, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 6, 2021, then starting July 7, 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 7, 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) **\$12,786.00 if the payment is made on or before June 30, 2021, or**
 - ii) **\$14,186.00 if the payment is made on or before July 6, 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 7, 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 25, 2021

Date Issued

Sonia Anwar-Ali

Member, Landlord and Tenant Board

Head Office

777 Bay Street, 12th Floor

Toronto Ontario M5G2E5

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 7, 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 Tenants must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	October 1, 2020 to November 9, 2020	\$1,814.25
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 10, 2020 to June 25, 2021	\$10,494.84
Less the rent deposit:		-\$1,400.00
Less the interest owing on the rent deposit:	June 11, 2020 to November 9, 2020	-\$12.83
Amount owing to the Landlord on the order date:(total of previous boxes)		\$10,896.26
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 26, 2021:		\$46.03 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$11,082.26, + \$46.03 per day starting June 26, 2021

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:

Reasons for amount owing	Period	Amount
Arrears:	October 1, 2020 to June 30, 2021	\$12,600.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before June 30, 2021	\$12,786.00

2. If the payment is made after June 30, 2021 but on or before July 6, 2021:

Reasons for amount owing	Period	Amount
Arrears:	October 1, 2020 to July 31, 2021	\$14,000.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before July 6, 2021	\$14,186.00

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