



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

**File Number:** HOL-11400-21

**In the matter of:** 408, 996 PAISLEY ROAD  
GUELPH ON N1K0C4

**Between:** SOPC Pool III LP Landlord

**and**

Diane Marra Tenant

SOPC Pool III LP (the 'Landlord') applied for an order to terminate the tenancy and evict Diane Marra (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 4, 2021. Only the Landlord's Legal Representative, Sean Beard, attended the hearing. As of 10:46 a.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 Tenant has not paid the total rent the Tenant was required to pay for the period from July 1, 2021 to November 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective July 27, 2021.
2. The Landlord collected a rent deposit of \$2,002.69 from the Tenant and this deposit is still being held by the Landlord.
3. Interest on the rent deposit is owing to the Tenant for the period from January 1, 2021 to July 27, 2021.
4. The Tenant paid \$8,739.15 after the application was filed.
5. 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.

**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 December 12, 2021.

2. As of the date of this order, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent and compensation the Landlord is entitled to by \$563.50\*.
3. However, the Landlord is authorized to offset the following amounts from the amount the Landlord owes the Tenant: \$66.10 per day for compensation for the use of the unit starting December 2, 2021 to the date the Tenant moves out of the unit, and \$186.00 for the cost of filing the application.
4. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
5. If the unit is not vacated on or before December 12, 2021, then starting December 13, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 December 13, 2021.
7. If, on or before December 12, 2021, the Tenant pays the amount of \$3,510.63\*\* 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.
8. 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 December 13, 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.



Greg Brocanier  
Member, Landlord and Tenant Board

**December 1, 2021**  
**Date Issued**

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 June 13, 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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2021 CanLII 147990 (ON LTB)

**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)	July 1, 2021 to July 27, 2021	\$1,784.78
Less the amount the Tenant paid to the Landlord		-\$8,739.15
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 28, 2021 to December 1, 2021	\$8,394.70
Less the rent deposit:		-\$2,002.69
Less the interest owing on the rent deposit:	January 1, 2021 to July 27, 2021	-\$1.14
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>-\$563.50</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting December 2, 2021:		\$66.10 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>-\$377.50, + \$66.10 per day starting December 2, 2021</b>

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

Reasons for amount owing	Period	Amount
Arrears:	July 1, 2021 to December 31, 2021	\$12,063.78
Less the amount the Tenant paid to the Landlord		-\$8,739.15
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 December 12, 2021	<b>\$3,510.63</b>