



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-22768-21

In the matter of: 209, 1440 TYANDAGA PARK DRIVE
BURLINGTON ON L7P3H2

Between: Capreit Limited Partnership Landlord

and

Nicole Keeler Tenants
Shawn Noble

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn Noble and Nicole Keeler (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on September 21, 2021. Only the Landlord's legal representative, Gabriela Quaresma attended the hearing. As of 10:40 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from December 1, 2020 to September 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective June 29, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$ 1,580.64.
4. The Landlord collected a rent deposit of \$1,413.68 from the Tenants and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenants for the period from October 2, 2020 to June 29, 2021.
6. The Tenants paid \$1,770.56 after the application was filed.
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. Pursuant to section 83(6), I am required to consider whether the Landlord made attempts to negotiate a repayment agreement. The Landlord's representative submitted that the Tenants were sent monthly notices regarding arrears and a repayment agreement. On September 15, 2021, a payment plan was sent to the Tenants. However, the Tenants did not respond to the Landlord's correspondence. I am satisfied that the Landlord attempted to negotiate a payment agreement with the Tenant.
9. With respect to section 83(2), the Tenants was not present to disclose any circumstances for me to consider delaying or denying eviction. Further, the Landlord was not aware of any of the Tenants' circumstances for me to consider delaying or denying 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 November 13, 2021.
2. The Tenants shall pay to the Landlord \$5,012.31*, which represents the amount of rent owing and compensation up to November 2, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$51.97 per day for compensation for the use of the unit starting November 3, 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 November 13, 2021, the Tenants will start to owe interest. This will be simple interest calculated from November 14, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before November 13, 2021, then starting November 14, 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 November 14, 2021.
8. If, on or before November 13, 2021, the Tenants pay the amount of \$8,041.65** 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 Tenants 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 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 November 14, 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.

November 2, 2021
Date Issued



Camille Tancioco
Member, Landlord and Tenant Board



Greg Brocanier
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 May 14, 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.

2021 CanLII 144894 (ON LTB)

**Schedule 1
SUMMARY OF CALCULATIONS**

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2021 CanLII 144894 (ON LTB)

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) | December 1, 2020 to June 29, 2021 | \$1,649.39 |
| Less the amount the Tenants paid to the Landlord | | -\$1,770.56 |
| Plus compensation: (from the day after the termination date in the Notice to the date of the order) | June 30, 2021 to November 2, 2021 | \$6,548.22 |
| Less the rent deposit: | | -\$1,413.68 |
| Less the interest owing on the rent deposit: | October 2, 2020 to June 29, 2021 | -\$1.06 |
| Amount owing to the Landlord on the order date: (total of previous boxes) | | \$5,012.31 |
| Additional costs the Tenants must pay to the Landlord: | | \$186.00 |
| Plus daily compensation owing for each day of occupation starting November 3, 2021: | | \$51.97 (per day) |
| Total the Tenants must pay the Landlord if the tenancy is terminated: | | \$5,198.31, + \$51.97 per day starting November 3, 2021 |

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

| Reasons for amount owing | Period | Amount |
|--|---------------------------------------|-------------------|
| Arrears: | December 1, 2020 to November 30, 2021 | \$9,626.21 |
| Less the amount the Tenants paid to the Landlord | | -\$1,770.56 |
| Additional costs the Tenants must pay to the Landlord: | | \$186.00 |
| Total the Tenants must pay to continue the tenancy: | On or before November 13, 2021 | \$8,041.65 |