



Order under Section 69
Residential Tenancies Act, 2006

File Number: EAL-92441-20

In the matter of: 1102, 1975 ST. LAURENT BOULEVARD
OTTAWA ON K1G3S7

Between: Starlight Canadian Residential Growth Fund

Landlord

and

Ronald Mena

Tenant

Starlight Canadian Residential Growth Fund (the 'Landlord') applied for an order to terminate the tenancy and evict Ronald Mena (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 15, 2021.

Only the Landlord's Legal Representative, Fabio Quattrociocchi, attended the hearing. As of 3:50 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

The hearing proceeded without the Tenant at 3:50 p.m.

Determinations:

1. The Tenant has not paid the total rent the Tenant was 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 October 27, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,419.04.
4. The Landlord collected a rent deposit of \$1,293.69 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from September 26, 2020 to October 27, 2020.
6. The Tenant paid \$8,470.00 after the application was filed.
7. As of the hearing date, the Tenant owed the Landlord, \$4,448.36 including arrears of rent to June 30, 2021 of \$4,301.36 and the application fee of \$186.00. Since the hearing,

another three rental periods have begun, and three more month's rent have become due. Therefore, the amount in this order includes July 2021, August 2021 and September 2021's rent. If the Tenant has paid the Landlord July 2021, August 2021, and September 2021's rent, and /or made any payments to the Landlord since the hearing, the Landlord shall deduct those payments from the amount owing in this order.

8. 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. The Tenant did not attend the hearing to present evidence or submissions in support of granting relief from eviction and no circumstances were disclosed at the hearing or appeared in the Board file.

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 October 9, 2021.
2. The Tenant shall pay to the Landlord \$7,167.85*, which represents the amount of rent owing and compensation up to September 28, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$46.65 per day for compensation for the use of the unit starting September 29, 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 October 9, 2021, the Tenant will start to owe interest. This will be simple interest calculated from October 10, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before October 9, 2021, then starting October 10, 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 October 10, 2021.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
 - i) \$8,744.48 if the payment is made on or before September 30, 2021,

or

ii) \$10,163.52 if the payment is made on or before October 9, 2021**.

If the Tenant does 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 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 October 10, 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.

September 28, 2021
Date Issued



Peter Pavlovic
Member, Landlord and Tenant Board

Eastern-RO
255 Albert Street, 4th Floor
Ottawa ON K1P6A9

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 April 10, 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 123490 (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)	October 1, 2020 to October 27, 2020	\$1,259.64
Less the amount the Tenant paid to the Landlord		-\$8,470.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 28, 2020 to September 28, 2021	\$15,674.40
Less the rent deposit:		-\$1,293.69
Less the interest owing on the rent deposit:	September 26, 2020 to October 27, 2020	-\$2.50
Amount owing to the Landlord on the order date: (total of previous boxes)		\$7,167.85
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting September 29, 2021:		\$46.65 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$7,353.85, + \$46.65 per day starting September 29, 2021

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

1. If the payment is made on or before September 30, 2021:

Reasons for amount owing	Period	Amount
Arrears:	October 1, 2020 to September 30, 2021	\$17,028.48
Less the amount the Tenant paid to the Landlord:		-\$8,470.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before September 30, 2021	\$8,744.48

2. If the payment is made after September 30, 2021 but on or before October 9, 2021:

Reasons for amount owing	Period	Amount
Arrears:	October 1, 2020 to October 31, 2021	\$18,447.52
Less the amount the Tenant paid to the Landlord:		-\$8,470.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before October 9, 2021	\$10,163.52