



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-48135-21

In the matter of: 410B, 75 ANN STREET
LONDON ON N6A1R1

Between: Centurion Property Associates Inc

Landlord

and

Viktor Panov

Tenant

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Viktor Panov (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2021.

Only the Landlord's legal representative Robert Forster attended the hearing.

The Tenant was not present or represented by 3:50 p.m. although properly served with notice of the hearing by the Board.

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 28, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$668.00.
4. The Tenant has made no payments since the application was filed.
5. The Landlord collected a rent deposit of \$668.00 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from June 1, 2020 to October 28, 2020.
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. In particular, I accepted the Landlord's uncontested evidence that the Tenant has not responded to the regularly issued letters the Landlord sent the Tenant requesting that the Tenant contact the Landlord to discuss repayment of the arrears. The Landlord's efforts in this regard were sufficient to satisfy the obligation under subsection 83(6) of the Act. Further, the Tenant was not present to provide evidence on the Tenant's circumstances and the Landlord was not aware of any circumstances of the Tenant that would favour refusal of or postponement of eviction. In the absence of such evidence I find that it would be unfair to provide relief from eviction in this case.

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 August 9, 2021.
2. The Tenant shall pay to the Landlord \$5,957.92*, which represents the amount of rent owing and compensation up to July 29, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$21.96 per day for compensation for the use of the unit starting July 30, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before August 9, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 10, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 9, 2021, then starting August 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 August 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) \$6,881.00 if the payment is made on or before July 31, 2021, or
 - ii) \$7,549.00 if the payment is made on or before August 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 August 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.

July 29, 2021
Date Issued



Douglas Wilkins
Member, Landlord and Tenant Board

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

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 February 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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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 28, 2020 | \$614.93 |
| Plus compensation: (from the day after the termination date in the Notice to the date of the order) | October 29, 2020 to July 29, 2021 | \$6,017.04 |
| Less the rent deposit: | | -\$668.00 |
| Less the interest owing on the rent deposit: | June 1, 2020 to October 28, 2020 | -\$6.05 |
| Amount owing to the Landlord on the order date: (total of previous boxes) | | \$5,957.92 |
| Additional costs the Tenant must pay to the Landlord: | | \$201.00 |
| Plus daily compensation owing for each day of occupation starting July 30, 2021: | | \$21.96 (per day) |
| Total the Tenant must pay the Landlord if the tenancy is terminated: | | \$6,158.92, + \$21.96 per day starting July 30, 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 July 31, 2021:

| Reasons for amount owing | Period | Amount |
|---|----------------------------------|-------------------|
| Arrears: | October 1, 2020 to July 31, 2021 | \$6,680.00 |
| Additional costs the Tenant must pay to the Landlord: | | \$201.00 |
| Total the Tenant must pay to continue the tenancy: | On or before July 31, 2021 | \$6,881.00 |

2. If the payment is made after July 31, 2021 but on or before August 9, 2021:

| Reasons for amount owing | Period | Amount |
|---|------------------------------------|-------------------|
| Arrears: | October 1, 2020 to August 31, 2021 | \$7,348.00 |
| Additional costs the Tenant must pay to the Landlord: | | \$201.00 |
| Total the Tenant must pay to continue the tenancy: | On or before August 9, 2021 | \$7,549.00 |

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