



Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-13469-20

In the matter of: C7, 330 ALEXANDRIA DRIVE
COBOURG ON K9A5B2

Between: Cobourg Non-profit Housing Corporation

Landlord

and

George Coutts

Tenant

Cobourg Non-profit Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict George Coutts (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2021.

Only the Landlord attended the hearing. As of 10:50 a.m., the Tenant was not present or represented at the hearing although properly served

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from August 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective October 30, 2020.
2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$809.00 payable on the first day of each month.
4. At the hearing, the Landlord advised that the Tenant owed \$8,762.00 including arrears of rent to June 30, 2021 and the application filing fee (\$186.00).
5. Since the hearing, other rental periods have begun, and other monthly rent payments became due. Therefore, the total owing in this order includes the rent for July and August 2021. However, if the Tenant paid the Landlord the rent for July and August 2021 or made any other payments to the Landlord after the hearing, the Landlord shall deduct those payments from the total owing in this order.
6. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant

relief from eviction pursuant to subsection 83(1) of the Act. Based on the uncontested evidence provided by the Landlord at the hearing, I find that the Tenant failed to pay his rent in full and I have no reason to deny the Landlord's request for eviction.

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 22, 2021.
2. The Tenant shall pay to the Landlord \$9,684.92*, which represents the amount of rent owing and compensation up to August 11, 2021.
3. The Tenant shall also pay to the Landlord \$26.60 per day for compensation for the use of the unit starting August 12, 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 August 22, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 23, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 22, 2021, then starting August 23, 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 23, 2021.
8. If, on or before August 22, 2021, the Tenant pays the amount of \$10,391.00** 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.
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 23, 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.

August 11, 2021
Date Issued

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7



Poeme Manigat
Member, Landlord and Tenant Board

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 23, 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 120418 (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)	August 1, 2020 to October 30, 2020	\$2,103.92
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 31, 2020 to August 11, 2021	\$7,581.00
Amount owing to the Landlord on the order date: (total of previous boxes)		\$9,684.92
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 12, 2021:		\$26.60 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$9,870.92, + \$26.60 per day starting August 12, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	August 1, 2020 to August 31, 2021	\$10,205.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before August 22, 2021	\$10,391.00