



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-19087-21

In the matter of: 1C, 1 GORDON STREET
HAMILTON ON L8L3H1

Between: Malleum Real Estate Management Corp

Landlord

and

David Hart

Tenant

Malleum Real Estate Management Corp (the 'Landlord') applied for an order to terminate the tenancy and evict David Hart (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard via video teleconference on June 29, 2021. An employee of the Landlord, Cooper Donmoyer ("Mr. Donmoyer") attended the hearing on behalf of the Landlord. As of 2:16 p.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 December 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 23, 2020.
2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$996.00.
4. The Landlord collected a rent deposit of \$1,000.00 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 1, 2019 to December 23, 2020.
6. The Tenant paid \$1,250.00 after the application was filed.
7. The Landlord attempted to negotiate a repayment plan with the Tenant without success. Mr. Donmoyer, on behalf of the Landlord stated he spoke with the Tenant regarding the arrears on January 7, 2021 and that the Tenant was not agreeable to setting up a

repayment plan because he was not working. Mr. Donmoyer stated the Tenant advised him on April 26, 2021 that he was still not working and could not commit to a repayment plan. Mr. Donmoyer stated he tried calling the Tenant on June 25, 2021 but there was no answer. As a result, I find that the Landlord fulfilled its duties to attempt resolution of the application during the COVID-19 pandemic pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').


8. 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. The Tenant failed to attend the hearing to provide an explanation regarding why he has not paid the arrears owed to date, or that he has the ability to pay the ongoing monthly rent.

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 July 31, 2021.
2. The Tenant shall pay to the Landlord \$4,818.95*, which represents the amount of rent owing and compensation up to July 20, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$32.75 per day for compensation for the use of the unit starting July 21, 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 July 31, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 31, 2021, then starting August 1, 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 1, 2021.
8. If, on or before July 31, 2021, the Tenant pays the amount of \$6,404.00** 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 1, 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 20, 2021
Date Issued



Kimberly Parish
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 February 1, 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 106958 (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)	December 1, 2020 to December 23, 2020	\$253.14
Less the amount the Tenant paid to the Landlord		-\$1,250.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 24, 2020 to July 20, 2021	\$6,844.75
Less the rent deposit:		-\$1,000.00
Less the interest owing on the rent deposit:	September 1, 2019 to December 23, 2020	-\$28.94
Amount owing to the Landlord on the order date: (total of previous boxes)		\$4,818.95
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 21, 2021:		\$32.75 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$5,004.95, + \$32.75 per day starting July 21, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2020 to July 31, 2021	\$7,468.00
Less the amount the Tenant paid to the Landlord		-\$1,250.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before July 31, 2021	\$6,404.00