



Order under Section 69  
**Residential Tenancies Act, 2006**

**File Number:** HOL-10430-21

**In the matter of:** 2401 AMIGO DRIVE, RR3  
SEVERN ON L3V0T9

**Between:** Metis Nation of Ontario

Landlord

**and**

Sarah Hart

Tenants

Metis Nation of Ontario (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Hart (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 13, 2021. Only the Landlord's Agent, Victoria Marr, attended the hearing. As of 12:00 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. The Tenant informed the Landlord that she would not be present at the hearing, prior to the hearing.

The application was amended to remove Matthew Thompson as a tenant. The application was also amended to reflect a payment of \$3,400.00 made by the Tenant, which reduced the arrears as of the date the application was filed to \$2,890.00. The payment was made after the N4 Notice of Termination was issued, but the Tenant did not pay the full amount owing prior to the termination date, and I am satisfied that the N4 Notice was not voided by the Tenant.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from November 1, 2020 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective April 9, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,258.00.
4. The Landlord is not holding a last month's rent deposit.
5. The Tenant has not made any payments since the application was filed.


6. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (the 'Act'), 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 the Landlord did attempt to negotiate repayment of the arrears of rent.
7. In making this finding I considered the Landlord's Legal Representative's submissions that the Landlord reached out to the Tenant and the Tenant responded that her income had been reduced and she could no longer afford the rent. The Tenant indicated to the Landlord that she would like to move out, and work to repay the arrears over time. The Landlord's Agent requested a brief delay in the eviction to allow the Tenant some additional time to move. As the Tenant did not attend and no other circumstances were presented to me, I find that it would not be unfair to postpone the eviction until October 15, 2021 pursuant to subsection 83(1)(b) of the Act.

**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 15, 2021.
2. The Tenants shall pay to the Landlord \$7,694.71\*, which represents the amount of rent owing and compensation up to September 24, 2021.
3. The Tenants shall also pay to the Landlord \$41.36 per day for compensation for the use of the unit starting September 25, 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 October 5, 2021, the Tenants will start to owe interest. This will be simple interest calculated from October 6, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before October 15, 2021, then starting October 16, 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 16, 2021.
8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
  - i) \$8,108.00 if the payment is made on or before September 30, 2021, or
  - ii) \$9,366.00 if the payment is made on or before October 15, 2021\*\*.If the Tenants do 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 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 October 16, 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.

**September 24, 2021**  
**Date Issued**

  
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Kathleen Wells  
Member, Landlord and Tenant Board

Head Office  
777 Bay Street, 12th Floor  
Toronto Ontario M5G2E5

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 16, 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**

File Number: HOL-10430-21

2021 CanLII 124479 (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)	November 1, 2020 to April 9, 2021	\$746.23
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	April 10, 2021 to September 24, 2021	\$6,948.48
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$7,694.71</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting September 25, 2021:		\$41.36 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$7,880.71, + \$41.36 per day starting September 25, 2021</b>

**B. Amount the Tenants 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:	November 1, 2020 to September 30, 2021	\$7,922.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before September 30, 2021	<b>\$8,108.00</b>

**2. If the payment is made after September 30, 2021 but on or before October 15, 2021:**

Reasons for amount owing	Period	Amount
Arrears:	November 1, 2020 to October 31, 2021	\$9,180.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before October 15, 2021	<b>\$9,366.00</b>