



Order under Section 69
Residential Tenancies Act, 2006

File Number: NOL-42954-21

In the matter of: 74 ALBERT STREET E
SAULT STE MARIE ON P6A2H9

Between: 1972628 Ont Inc

Landlord

and

Aleshia Scoville

Tenant

1972628 Ont Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Aleshia Scoville (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard via videoconference on August 19, 2021 at 1:00 p.m.

Only the Landlord, represented by Michael Butler, the owner, attended the hearing. The Tenant was not present or represented at the hearing though being properly served with the Notice of Hearing by the Board.

The hearing proceeded without the Tenants at 3:42 p.m.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from January 1, 2020 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective May 28, 2021.
2. The Tenant was in possession of the rental unit when the application was filed.
3. The monthly rent is \$1,200.00
4. The Landlord does not hold a last month' rent deposit.
5. As of the hearing date, the Tenant owed the Landlord, \$14,075.00 including arrears of rent to August 31, 2021 of \$13,900.00 and the application fee of \$175.00. 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 September 2021, October

2021, and November 2021's rent. If the Tenant has paid the Landlord September 2021, October 2021, and November 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.

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. 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 November 29, 2021.
2. The Tenant shall pay to the Landlord \$17,068.96*, which represents the amount of rent owing and compensation up to November 18, 2021.
3. The Tenant shall also pay to the Landlord \$39.45 per day for compensation for the use of the unit starting November 19, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$175.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before November 29, 2021, the Tenant will start to owe interest. This will be simple interest calculated from November 30, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before November 29, 2021, then starting November 30, 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 November 30, 2021.
8. If, on or before November 29, 2021, the Tenant pays the amount of \$17,686.00** 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 November 30, 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.

November 18, 2021
Date Issued



Peter Pavlovic
Member, Landlord and Tenant Board

Northern-RO
199 Larch Street, Provincial Building, Suite 301
Sudbury ON P3E5P9

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 May 30, 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)	January 1, 2020 to May 28, 2021	\$10,204.66
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	May 29, 2021 to November 18, 2021	\$6,864.30
Amount owing to the Landlord on the order date: (total of previous boxes)		\$17,068.96
Additional costs the Tenant must pay to the Landlord:		\$175.00
Plus daily compensation owing for each day of occupation starting November 19, 2021:		\$39.45 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$17,243.96, + \$39.45 per day starting November 19, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	January 1, 2020 to November 30, 2021	\$17,500.00
Additional costs the Tenant must pay to the Landlord:		\$175.00
Total the Tenant must pay to continue the tenancy:		\$17,675.00

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