



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

**File Number:** SOL-19489-21

**In the matter of:** 204, 265 REYNOLDS STREET  
OAKVILLE ON L6J3L5

**Between:** Niki Rockliffe Landlords  
Interrent Reit

**and**

Gerald Maitland Tenant

Niki Rockliffe (the 'Landlord') applied for an order to terminate the tenancy and evict Gerald Maitland (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard via video/teleconference on June 15, 2021.

Only the Landlord Representative Daniel Abraham attended the hearing. As of 2:40 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

**Preliminary matters:**

At the beginning of the hearing the Landlord's representative informed me that the residential complex had been sold on May 1, 2021 to corporate Landlord Interrent Reit and that the application was filed by the previous Landlord.

When a rental residential complex is sold the tenancy agreements go with the sale and the new owner steps into the shoes of the seller and becomes the Landlord as set out the provisions in the Residential Tenancies Act, 2006 (the 'Act') as follows:

The definition of "landlord" set out in subsection 2(1) is

"landlord" includes,

- (a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
- (b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and
- (c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

Section 18 of the Act says:

“Covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made.”

Therefore, the application is amended to include Interrent Reit as Landlord.

**Background and Determinations:**

1. The former Landlord served a Notice of Termination effective January 21, 2021 because the Tenant had not paid the total rent the Tenant was required to pay for the period from January 1, 2021 to January 31, 2021.
2. The Tenant was in possession of the rental unit when the application was filed.
3. The monthly lawful rent was \$1,422.00.
4. The Landlord is not holding a last month rent deposit from the Tenant.
5. The Tenant paid \$4,266.00 after the application was filed.
6. The Landlord submitted a L1.L9 Information Update form documenting the total amount of rent arrears owing by the Tenant to the Landlord for the period ending June 30, 2021 is \$4,266.00.
7. The Tenant did not attend the hearing to make submissions.
8. Based on the Landlord’s uncontested evidence, I am satisfied on a balance of probabilities that as of the hearing date, that the Tenants owe to the Landlord up to the period ending June 30, 2021, rent arrears of \$4,266.00, plus the Landlords’ application cost of \$186.00, totalling \$4,452.00.
9. The Landlord's Representative testified and submitted a number of emails sent between the Tenant and Landlord about the arrears and that the Tenant intended to move out of the rental unit on or before June 19, 2021. As a result, I am satisfied that the Landlord complied with their obligations under subsection 83(6) of the *Residential Tenancies Act, 2006* (the ‘Act’) to attempt to reach a settlement with the Tenant.
10. The Landlord’s Agent consented to a standard order extended until June 30, 2021 to provide the Tenant with additional time to move out if needed by the Tenant.
11. After having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of the COVID pandemic on the parties, I find that it would not be unfair to postpone the eviction until June 30, 2021 pursuant to subsection 83(1) 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 June 30, 2021.
2. The Tenant shall pay to the Landlord **\$4,266.00\***, which represents the amount of rent owing and compensation up to June 30, 2021.
3. The Tenant shall also pay to the Landlord \$24.04 per day for compensation for the use of the unit starting July 1, 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 unit is not vacated on or before June 30, 2021, then starting July 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 July 1, 2021.
7. If, on or before June 30, 2021, the Tenant pays the amount of \$4,452.00\*\* 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.
8. 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 July 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.



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Randy Aulbrook  
Member, Landlord and Tenant Board

**July 27, 2021**  
**Date Issued**

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 January 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**

**File Number: SOL-19489-21**

**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, 2021 to June 30, 2021	\$8,532.00
Less the amount the Tenant paid to the Landlord		-\$4,266.00
Amount owing to the Landlord on the order date:(total of previous boxes)		<b>\$4,266.00</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 1, 2021:		\$46.75 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$4,452.00, + \$46.75 per day starting July 1, 2021</b>

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

Reasons for amount owing	Period	Amount
Arrears:	January 1, 2021 to June 30, 2021	\$8,532.00
Less the amount the Tenant paid to the Landlord		-\$4,266.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before June 30, 2021	<b>\$4,452.00</b>

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