



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

**File Number:** SWL-47391-20

**In the matter of:** 3, 336 HAMILTON ROAD  
LONDON ON N5Z1R5

**Between:** R.D. Van Rooyen Inc.

Landlord

**and**

Saleen Barrett

Tenant

R.D. Van Rooyen Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Saleen Barrett (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard via video/teleconference on June 17, 2021.

Only the Landlord's Agent Ron Van Rooyen attended the hearing. As of 2:35 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 Landlord served a Notice of Termination effective November 30, 2020 because the Tenant had not paid the total rent the Tenants were required to pay for the period from November 1, 2020 to November 30, 2020.
2. The Tenant was in possession of the rental unit on the date the application was filed by the Landlord with the Board.
3. The monthly rent is \$730.00.
4. The Landlord collected a rent deposit of \$730.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenant for the period from January 1, 2021.
5. The Tenant has not paid anything towards rent to the Landlord after the application was filed with the Board.
6. The Landlord submitted a L1 information update form setting out that the Tenant did not pay the total amount of the rent arrears owing up to June 30, 2021 totalling \$6,080.00.
7. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that as of the hearing date, the Tenant owes to the Landlord up to the period ending June 30, 2021, rent arrears of \$6,080.00, plus \$186.00 for the Landlord's cost to file the application - totalling \$6,266.00.

8. The Landlord testified that there have been a number of letters sent to the Tenant about the arrears but was unsuccessful in reaching any form of a settlement or a negotiated repayment plan with the Tenant. 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').
9. Based on all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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 make submissions.

**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 9, 2021.
2. The Tenant shall pay to the Landlord \$5,999.70\*, which represents the amount of rent owing and compensation up to July 29, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$24.00 per day for compensation for the use of the unit starting July 30, 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 9, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 10, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 9, 2021, then starting August 10, 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 10, 2021.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
  - i) \$6,996.00 if the payment is made on or before July 31, 2021, or
  - ii) \$7,726.00 if the payment is made on or before August 9, 2021\*\*.

If the Tenant does 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 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 10, 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 29, 2021**  
**Date Issued**

\_\_\_\_\_  
Randy Aulbrook  
Member, Landlord and Tenant Board

South West-RO  
150 Dufferin Avenue, Suite 400, 4th Floor  
London ON N6A5N6

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 10, 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: SWL-47391-20**

2021 CanLII 108291 (ON LTB)

**A. Amount the Tenant must pay if the tenancy is terminated:**

| <b>Reasons for amount owing</b>   | <b>Period</b>                        | <b>Amount</b>   |
|---|--------------------------------------|---|
| Arrears: (up to the termination date in the Notice of Termination)                                  | January 1, 2020 to November 20, 2020 | \$720.00  |
| Plus compensation: (from the day after the termination date in the Notice to the date of the order) | November 21, 2020 to July 29, 2021   | \$6,024.00  |
| Less the rent deposit:  |                                      | -\$730.00   |
| Less the interest owing on the rent deposit:  | January 1, 2020 to November 20, 2020 | -\$14.30  |
| Amount owing to the Landlord on the order date: (total of previous boxes)                           |                                      | <b>\$5,999.70</b>   |
| Additional costs the Tenant must pay to the Landlord:   |                                      | \$186.00  |
| Plus daily compensation owing for each day of occupation starting July 30, 2021:                    |                                      | \$24.00 (per day)   |
| <b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>                         |                                      | <b>\$6,185.70, +<br/>\$24.00 per day<br/>starting July 30, 2021</b> |

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

**1. If the payment is made on or before July 31, 2021:**

| <b>Reasons for amount owing</b>                           | <b>Period</b>                    | <b>Amount</b>     |
|---|----------------------------------|-------------------|
| Arrears:  | January 1, 2020 to July 31, 2021 | \$6,810.00        |
| 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 July 31, 2021       | <b>\$6,996.00</b> |

2. If the payment is made after July 31, 2021 but on or before August 9, 2021:

| <b>Reasons for amount owing</b>                           | <b>Period</b>                      | <b>Amount</b>     |
|---|------------------------------------|-------------------|
| Arrears:  | January 1, 2020 to August 31, 2021 | \$7,540.00        |
| 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 August 9, 2021        | <b>\$7,726.00</b> |