



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-51941-21

In the matter of: 414, 425 WILSON AVENUE
KITCHENER ON N2C2R8

Between: Drewlo Holdings Inc. Landlord

and

Amy Perry Tenant

2021 CanLII 120476 (ON LTB)

Drewlo Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amy Perry (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by video conference on August 5, 2021.

Only the Landlord's Legal Representative, C. Philp, attended the hearing. As of 3:20 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 April 1, 2021 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective May 31, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,399.67.
4. The Tenant paid \$3,000.00 after the application was filed.
5. The Landlord collected a rent deposit of \$1,398.80 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from June 1, 2020 to December 31, 2020.
7. 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 not be unfair to postpone the eviction until September 16, 2021 pursuant to subsection 83(1)(b) of the Act.
8. Pursuant to section 83(6), I am required to consider whether the Landlord made attempts to negotiate a payment agreement. The Landlord's representative submitted that a letter

regarding a payment agreement was sent to the Tenant on May 11 and June 23, 2021. The Tenant was also contacted when she was served with the disclosure for this hearing. The Tenant did not respond to any of the Landlord's correspondence. I am satisfied that the Landlord attempted to negotiate a payment agreement with the Tenant.

9. With respect to section 83(2), the Tenant was not present to disclose any circumstances for me to consider delaying or denying eviction. Further, the Landlord was not aware of any of the Tenant's circumstances for me to consider delaying or denying eviction. However, in consideration of the amount paid by the Tenant after the application was filed, I find it appropriate to postpone eviction. This postponed termination will give the Tenant an opportunity to organize her move or try to obtain a loan for funds needed to void the order.

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 September 16, 2021.
2. The Tenant shall pay to the Landlord \$2,402.89*, which represents the amount of rent owing and compensation up to August 26, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$46.02 per day for compensation for the use of the unit starting August 27, 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 September 16, 2021, the Tenant will start to owe interest. This will be simple interest calculated from September 17, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before September 16, 2021, then starting September 17, 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 September 17, 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) \$4,184.35 if the payment is made on or before August 31, 2021, or
 - ii) \$5,584.02 if the payment is made on or before September 16, 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 September 17, 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.

August 26, 2021

Date Issued

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

Camille Tancioco

Member, Landlord and Tenant Board

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 March 17, 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)	April 1, 2021 to May 31, 2021	\$2,799.34
Less the amount the Tenant paid to the Landlord		-\$3,000.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	June 1, 2021 to August 26, 2021	\$4,003.74
Less the rent deposit:		-\$1,398.80
Less the interest owing on the rent deposit:	June 1, 2020 to May 31, 2021	-\$18.04
Amount owing to the Landlord on the order date: (total of previous boxes)		\$2,386.24
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 27, 2021:		\$46.02 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$2,572.24, + \$46.02 per day starting August 27, 2021

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

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

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2021 to August 31, 2021	\$6,998.35
Less the amount the Tenant paid to the Landlord:		-\$3,000.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before August 31, 2021	\$4,184.35

2. If the payment is made after August 31, 2021 but on or before September 16, 2021:

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2021 to September 30, 2021	\$8,398.02
Less the amount the Tenant paid to the Landlord:		-\$3,000.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before September 16, 2021	\$5,584.02