



Order under Section 69
Residential Tenancies Act, 2006

File Number: TNL-30194-21

In the matter of: LAKESIDE UNIT, 24B SHIRLEA BLVD
KESWICK ON L4P1K9

Between: Simcoe Property Management A Division Of 975221 Ontario Limited Landlord

and

Alicia Marjorie Sylvia Broderick Tenants
Matthew Thomas Eric Stockley

Simcoe Property Management A Division Of 975221 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Thomas Eric Stockley and Alicia Marjorie Sylvia Broderick (the 'Tenants') because they have been persistently late in paying their rent. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard in Passcode: 922 1637 8430# on September 2, 2021. The Landlord's representative Adeela Alvez, and the Tenant Matthew Thomas Eric Stockley, attended the hearing.

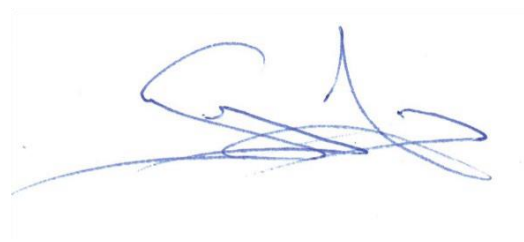
Determinations:

1. The Tenants have persistently failed to pay the rent on the date it was due. The Tenants moved into the rental unit in February 2019 and have been paying rent late since May 2019.
2. The Tenants currently owe the Landlord \$8,693.24. The Landlord entered into an agreement for the Tenants to pay what they owe over time and this agreement has been breached.
3. The Landlord collected a rent deposit of \$1,750.00 from the Tenants and this deposit is still being held by the Landlord.
4. Interest on the rent deposit is owing to the Tenants for the period from January 28, 2019 to January 31, 2021

5. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated, as of January 21, 2022. The Tenants must move out of the rental unit on or before January 21, 2022.
2. The Tenants shall pay to the Landlord \$20,053.71, which represents compensation for the use of the unit from February 1, 2021 to January 10, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$63.50 per day for compensation for the use of the unit from January 11, 2022 to the date they move out of the unit.
4. The Tenants shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 21, 2022, they will start to owe interest. This will be simple interest calculated from January 22, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 21, 2022, then starting January 22, 2022, 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 January 22, 2022.



Greg Joy
Member, Landlord and Tenant Board

January 10, 2022
Date Issued

Toronto North-RO
47 Sheppard Avenue East, Suite 700, 7th Floor
Toronto ON M2N5X5

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 July 22, 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.