



Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-08463-20

In the matter of: 112, 15 HARDING AVENUE
NORTH YORK ON M6M0A4

Between: Medallion Corporation Landlord

and

Sheila Ann Cave Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Sheila Ann Cave (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2021. Only the Landlord's Legal Representative, Marija Pavic, attended the hearing. The matter was originally called at 10:44 a.m. The Tenant was not present. During the hearing, the Tenant emailed the Landlord's Legal Representative and said that she was at work and unable to attend the hearing, and that she would be available at 2:30 p.m. I stood the matter down until 2:30 to allow the Tenant an opportunity to participate in the hearing. The Landlord's Legal Representative undertook to contact the Tenant and ask her to log on to the hearing room at 2:30 p.m. As of 2:46 p.m., the Tenant was not present or represented at the hearing, and the matter was heard in her absence.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from August 1, 2020 to May 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective August 5, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,197.04.
4. The Landlord collected a rent deposit of \$1,208.29 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from January 1, 2022 to August 5, 2020.

6. The Tenant paid \$9,639.96 after the application was filed.
7. The Landlord shall apply any payments made by the Tenant since the date of the hearing to the order below.
8. The Landlord's Legal Representative stated that the Landlord had offered to negotiate a payment plan with the Tenant. The Tenant did not seek a payment plan but has made significant progress towards her arrears. As of the date of the hearing, the Tenant's arrears were slightly in excess of one month's rent.
9. In recognition of the Tenant's payments and her outreach to the Landlord, the Landlord's Legal Representative requested an order with an extended eviction date to give the Tenant a few additional days to pay the arrears.
10. 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 July 6, 2021 pursuant to subsection 83(1)(b) 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 July 6, 2021.
2. The Tenant shall pay to the Landlord \$786.83*, which represents the amount of rent owing and compensation up to June 21, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$39.35 per day for compensation for the use of the unit starting June 22, 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 July 6, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 7, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 6, 2021, then starting July 7, 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 July 7, 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) \$2,522.44 if the payment is made on or before June 30, 2021, or
 - ii) \$3,719.48 if the payment is made on or before July 6, 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 amounts to continue the tenancy in paragraph 8 above include rent that has come due since the date of the hearing. The Landlord must apply payments made by the Tenant since the hearing against the amount owing.
10. 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 7, 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.

June 21, 2021
Date Issued



Kathleen Wells
Member, Landlord and Tenant Board

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 January 7, 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: HOL-08463-20

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)	August 1, 2020 to August 5, 2020	-\$994.27
Less the amount the Tenant paid to the Landlord		-\$9,639.96
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 6, 2020 to June 21, 2021	\$12,592.00
Less the rent deposit:		-\$1,208.29
Less the interest owing on the rent deposit:	January 1, 2022 to August 5, 2020	\$37.35
Amount owing to the Landlord on the order date: (total of previous boxes)		\$786.83
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 22, 2021:		\$39.35 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$972.83, + \$39.35 per day starting June 22, 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 June 30, 2021:

Reasons for amount owing	Period	Amount
Arrears:	August 1, 2020 to June 30, 2021	\$11,976.40
Less the amount the Tenant paid to the Landlord:		-\$9,639.96
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before June 30, 2021	\$2,522.44

2021 CanLII 94614 (ON LTB)

2. If the payment is made after June 30, 2021 but on or before July 6, 2021:

Reasons for amount owing	Period	Amount
Arrears:	August 1, 2020 to July 31, 2021	\$13,173.44
Less the amount the Tenant paid to the Landlord:		-\$9,639.96
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before July 6, 2021	\$3,719.48

2021 CanLII 94614 (ON LTB)