

Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-89801-19

In the matter of: BSMT UNIT, 92 PRIMROSE CRESCENT
BRAMPTON ON L6Z1E3

Between: Carolyn Birkett Landlord

and

Latoya Thompson Tenant

2021 CanLII 92819 (ON LTB)

Carolyn Birkett (the 'Landlord') applied for an order to terminate the tenancy and evict Latoya Thompson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

An initial hearing was held on January 22, 2020 that was adjourned and rescheduled.

This application was then heard via video/teleconference on June 11, 2021.

The Landlord, the Landlord's Legal Representative Nana Adjei-Poku and the Tenant attended the hearing.

Determinations:

1. The Landlord served a Notice of Termination effective October 11, 2019 because the Tenant has not paid the total rent the Tenant was required to pay for the period from December 1, 2018 to October 19, 2019.
2. The monthly lawful rent is \$950.00.
3. The Tenant vacated the rental unit on February 8, 2020.
4. The Landlord collected a rent deposit of \$860.00 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 February 1, 2015 to February 8, 2020.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Landlord submitted a L9 information update form setting out that the Tenant did not pay anything after the application was filed with the Board and the total amount of the rent arrears owing up to February 29, 2020 is \$14,080.00.

7. The Tenant did not dispute the amount of rent arrears owing, Therefore, I am satisfied that as of the hearing date, the Tenant owes to the Landlord up to the period ending February 29, 2020, rent arrears of \$14,080.00, plus \$175.00 for the Landlords cost to file the application - totalling \$14,255.00, less a daily rent adjustment to February 8, 2021.
8. The Tenant sought to raise issues regarding the impact of the illegal lock out of the rental unit.
9. One of the considerations given to grant the adjournment of the January 22, 2020 hearing was to provide the Tenant with the opportunity to file a Tenant application to raise those issues. The Tenant failed to make an application to the Board, therefore, I denied her section 82 issues as part of my determinations in this application.

It is ordered that:

1. The tenancy between the Landlord and the Tenant terminated on February 8, 2020. The date the Tenant must move out of the rental unit
2. The Tenant shall pay to the Landlord \$12,487.52*, which represents the amount of rent owing and compensation up to February 8, 2020, less the rent deposit and interest the Landlord owes on the rent deposit
3. The Tenant shall also pay to the Landlord \$175.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord \$12,662.52, the full amount owing* on or before June 30, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2021 at 2.00% annually on the balance outstanding.
5. If the Tenant does not pay the Landlord the full amount owing* on or before June 30, 2021, the Landlord shall have the right, at any time to collect from the Tenant the full amount owing or any balance outstanding as a result of this order.

June 21, 2021
Date Issued

Randy Aulbrook
Member, Landlord and Tenant Board

Central-RO
3 Robert Speck Pkwy, 5th Floor
Mississauga ON L4Z2G5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

* Refer to section A 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)	December 1, 2018 to October 11, 2019	\$9,673.56
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 12, 2019 to February 8, 2020	\$3,747.60
Less the rent deposit:		-\$860.00
Less the interest owing on the rent deposit:	February 1, 2015 to February 8, 2021	- \$73,64
Amount owing to the Landlord on the order date: (total of previous boxes)		\$12,487.52
Additional costs the Tenant must pay to the Landlord:		\$175.00
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$12,662.52

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