



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

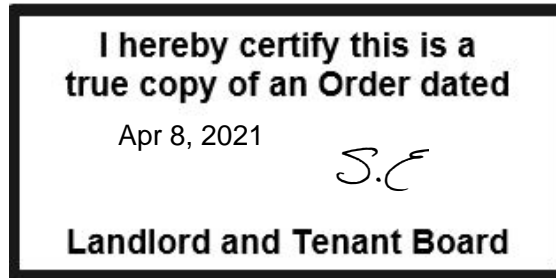
**File Number:** SWL-45690-20

**In the matter of:** 2, 281 VICTORIA STREET N  
KITCHENER ON N2H5E1

**Between:** Ann Tambur

**and**

Samantha Stoner



Landlord

Tenant

Ann Tambur (the 'Landlord') applied for an order to terminate the tenancy and evict Samantha Stoner (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 11, 2021.

Only the Landlord's legal representative Timothy Ellis attended the hearing.

The Tenant was not present or represented by 3:25 p.m. although properly served with notice of the hearing by the Board.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from July 1, 2020 to March 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective August 21, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$520.20.
4. The Tenant paid \$1378.00 after the Landlord filed the application.
5. The Landlord collected a rent deposit of \$500.00 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 January 1, 2018 to August 21, 2020.
7. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the

Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.


8. In particular, I accepted the Landlord's uncontested evidence that the Landlord has attempted to negotiate repayment of the arrears, including terms of payment. The Landlord regularly visits the Tenant at the rental unit to negotiate and these negotiations led to the payments reflected on the L1/L9 update sheet. However, the Tenant has refused to engage in negotiations since January 2021 and the arrears continue to escalate. In my view, the Landlord has satisfied the obligation implied by subsection 83(6) of the Act. As the Landlord was unaware of any circumstances that would favour refusal of or postponement of eviction, and as the Tenant was not present to provide evidence to the contrary, I find that it would be unfair to grant relief from eviction in this case.

**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 April 19, 2021.
2. The Tenant shall pay to the Landlord \$2,419.27\*, which represents the amount of rent owing and compensation up to April 8, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$17.10 per day for compensation for the use of the unit starting April 9, 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 April 19, 2021, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before April 19, 2021, then starting April 20, 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 April 20, 2021.
8. If, on or before April 19, 2021, the Tenant pays the amount of \$3,220.00\*\* to the Landlord or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated and the Tenant could remain in the unit. If this payment is not made in full and on time, 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 April 20, 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.

**April 8, 2021**  
**Date Issued**

  
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Douglas Wilkins  
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 October 20, 2021 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-45690-20**

**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)	July 1, 2020 to August 21, 2020	\$389.35
Less the amount the Tenant paid to the Landlord		-\$1,378.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 22, 2020 to April 8, 2021	\$3,933.00
Less the rent deposit:		-\$500.00
Less the interest owing on the rent deposit:	January 1, 2018 to August 21, 2020	-\$25.08
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$2,419.27</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting April 9, 2021:		\$17.10 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$2,605.27, + \$17.10 per day starting April 9, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	July 1, 2020 to April 30, 2021	\$4,412.00
Less the amount the Tenant paid to the Landlord		-\$1,378.00
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 April 19, 2021	<b>\$3,220.00</b>