



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-50065-21-AM

In the matter of: 202, 1666 OUELLETTE AVENUE
WINDSOR ON N8X4V2

Between: Marine City Apartments Landlord

and

Colleen Renaud **Tenant**

Marine City Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Linda Halladay and Colleen Renaud (the 'Tenant') because the Tenant did not pay the rent that the Tenant owe.

This application was heard by videoconference on August 5, 2021. Only the Landlord's agent, Ira Udashkin, attended the hearing. As of 9:35 a.m. the **Tenant was** not present or represented although properly served with the notice of this hearing by the Board.

This amended order is issued to correct a clerical error in the original order issued on August 12, 2021.

Determinations:

1. The **Tenant has** not paid the total rent the **Tenant was** required to pay for the period from December 1, 2020 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 17, 2020.
2. The **Tenant is** in possession of the rental unit.
3. The lawful monthly rent is \$998.40.
4. The Landlord collected a rent deposit of \$950.00 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 November 1, 2019 to December 17, 2020.
6. I have considered all of the disclosed circumstances in accordance with subsection 83(2) 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 payment agreement with the

Tenant 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. 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 August 23, 2021.
2. The **Tenant** shall pay to the Landlord \$7,395.51*, which represents the amount of rent owing and compensation up to August 12, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The **Tenant** shall also pay to the Landlord \$32.82 per day for compensation for the use of the unit starting August 13, 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 August 23, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 24, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 23, 2021, then starting August 24, 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 August 24, 2021.
8. If, on or before August 23, 2021, the **Tenant pays** the amount of \$9,171.60** 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 August 24, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenant are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

August 12, 2021
Date Issued

Vladimir Nikitin
Member, Landlord and Tenant Board

August 24, 2021
Date Amended

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 February 24, 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: SWL-50065-21

2021 CanLII 110415 (ON LTB)

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, 2020 to December 17, 2020	\$558.01
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 18, 2020 to August 12, 2021	\$7,811.16
Less the rent deposit:		-\$950.00
Less the interest owing on the rent deposit:	November 1, 2019 to December 17, 2020	-\$23.66
Amount owing to the Landlord on the order date: (total of previous boxes)		\$7,395.51
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 13, 2021:		\$32.82 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$7,581.51, + \$32.82 per day starting August 13, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2020 to August 31, 2021	\$8,985.60
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before August 23, 2021	\$9,171.60