



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-17781-20

In the matter of: 5, 1023 CHURCHILL AVENUE
OAKVILLE ON L6H2A7

Between: Balbir Sanghera Landlord

and

Charlene MacKinnon Tenants
Shawn Mallyon

Balbir Sanghera (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn Mallyon and Charlene MacKinnon (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by video conference on June 8, 2021 beginning at 9:00 a.m.

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from December 1, 2019 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective October 31, 2020.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,650.00.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The arrears owing to June 30, 2021 total \$26,221.00.
6. The Tenants paid \$3,609.00 after the application was filed.
7. The Landlord is not holding a rent deposit.
8. At the hearing, the Landlord testified that he had reached out to the Tenants many times since the application was filed in order to resolve the matter of the outstanding rent. The

Landlord added that he had offered to help the Tenants with the arrears including payment plan options. Unfortunately, the Tenants did not respond favourably to any of the Landlord's offers. As a result, the Landlord requested a standard order from the Board.

9. The Tenants testified that the rent should be only \$1,400.00 per month and not the \$1,650.00 per month that Landlord charged. The Landlord then produced a signed copy of a rental agreement from May 1, 2019 which clearly showed that the monthly rent was indeed \$1,650.00 per month.
10. The Tenant, Charlene MacKinnon, stated that she was not working but collecting a monthly disability payment of \$1,385.00 per month. The Tenant, Shawn Mallyon, added that he was back to work but had many payment obligations. He did state that he was trying to get back on his feet and did offer \$400.00 per month above the monthly rent moving forward if Tenants were allowed to stay.
11. The Landlord countered that since the arrears were considerable and that the Tenants' plan would take more than five years to pay off the arrears, he was looking for a much larger monthly arrears payment in order to make a deal with the Tenants. Unfortunately, the Tenants could not afford any more.
12. 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 15, 2021 pursuant to subsection 83(1)(b) of the Act. The Landlord consented to the granting of an extra 30 days to allow the Tenants time to come up with a better plan or the time to find another place to live.
13. This order contains all of the reasons in this matter and no further reasons will be issued.

It is ordered that:

1. Unless the Tenants void the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 15, 2021.
2. The Tenants shall pay to the Landlord **\$26,985.75***, which represents the amount of rent owing and compensation up to June 15, 2021.
3. The Tenants shall also pay to the Landlord **\$54.25** per day for compensation for the use of the unit starting June 16, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord **\$186.00** for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before July 15, 2021, the Tenants will start to owe interest. This will be simple interest calculated from July 16, 2021 at 2.00% annually on the balance outstanding.

6. If the unit is not vacated on or before July 15, 2021, then starting July 16, 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 16, 2021.
8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
 - i) **\$26,407.00** if the payment is made on or before June 30, 2021, or
 - ii) **\$28,057.00** if the payment is made on or before July 15, 2021**.
 If the Tenants do 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 Tenants 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 16, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

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June 15, 2021
Date Issued

Michael Di Salle
Michael Di Salle
Member, Landlord and Tenant Board

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7

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 16, 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**

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A. Amount the Tenants 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, 2019 to October 31, 2020	\$18,280.00
Less the amount the Tenants paid to the Landlord		-\$3,609.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 1, 2020 to June 15, 2021	\$12,314.75
Amount owing to the Landlord on the order date: (total of previous boxes)		\$26,985.75
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 16, 2021:		\$54.25 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$27,171.75, + \$54.25 per day starting June 16, 2021

B. Amount the Tenants 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:	December 1, 2019 to June 30, 2021	\$29,830.00
Less the amount the Tenants paid to the Landlord:		-\$3,609.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before June 30, 2021	\$26,407.00

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2. If the payment is made after June 30, 2021 but on or before July 15, 2021:

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2019 to July 31, 2021	\$31,480.00
Less the amount the Tenants paid to the Landlord:		-\$3,609.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before July 15, 2021	\$28,057.00