



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-23143-21

In the matter of: 211, 7 CRESCENT PLACE
TORONTO ON M4C5L7

Between: Pinedale Properties Ltd. Landlord

and

Alden Knight Tenants
Jamie Knight

Pinedale Properties Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Jamie Knight and Alden Knight (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 27, 2021. The Landlord's Legal Representative, Gail Kukor Lang, and one of the Tenants, Jamie Knight, attended the hearing.

The Tenant sought an adjournment to seek counsel. To date, no counsel had been retained although the Notice of Hearing was mailed by the Board on August 20, 2021. The Tenant was unable to explain why no counsel was retained and provided vague testimony about having talked to counsel in an effort to retain one just a few days before. The Tenant was informed of the availability of using duty counsel on the day of the hearing but declined. Adjourning the hearing would have been prejudicial to the Landlord in the face or accruing arrears, the availability of duty counsel that the Tenant declined and given that the Tenant took no steps to retain counsel to date. Upon communicating this to the Tenant, the tenant became disruptive and the matter had to be stood down several times. Part way through proceeding with the matter, the Tenant elected to hang up the phone and refused to participate in the proceeding. Under the circumstances, I found that proceeding with the hearing was just, fair and expeditious.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from April 1, 2020 to October 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective July 19, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,649.00.
4. The Landlord collected a rent deposit of \$1,649.00 from the Tenants and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenants for the period from March 1, 2021 to July 19, 2021.
6. The Tenants paid \$1,149.00 after the application was filed.
7. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), 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.

It is ordered that:

1. Unless the Tenant voids 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 January 16, 2022.
2. The Tenants shall pay to the Landlord \$19,294.95*, which represents the amount of rent owing and compensation up to January 5, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$54.21 per day for compensation for the use of the unit starting January 6, 2022 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 January 16, 2022, the Tenants will start to owe interest. This will be simple interest calculated from January 17, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 16, 2022, then starting January 17, 2022, 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 January 17, 2022.

8. If, on or before January 16, 2022, the Tenants pay the amount of \$22,427.82** 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 Tenants 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 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 January 17, 2022 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.



Greg Brocanier
Member, Landlord and Tenant Board

January 5, 2022
Date Issued

Toronto South-RO
15 Grosvenor Street, 1st Floor
Toronto ON M7A 2G6

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 July 17, 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: TSL-23143-21

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)	April 1, 2020 to July 19, 2021	\$12,877.88
Less the amount the Tenants paid to the Landlord		-\$1,149.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 20, 2021 to January 5, 2022	\$9,215.70
Less the rent deposit:		-\$1,649.00
Less the interest owing on the rent deposit:	March 1, 2021 to July 19, 2021	-\$0.63
Amount owing to the Landlord on the order date:(total of previous boxes)		\$19,294.95
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting January 6, 2022:		\$54.21 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$19,480.95, + \$54.21 per day starting January 6, 2022

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

Reasons for amount owing	Period	Amount
Arrears:	April 1, 2020 to January 31, 2022	\$23,390.82
Less the amount the Tenants paid to the Landlord		-\$1,149.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to	On or before January 16,	\$22,427.82

continue the tenancy:	2022	
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