



**AMENDED ORDER**  
**Order under Section 78(6)**  
**Residential Tenancies Act, 2006**  
And section 21.1 of the **Statutory Powers Procedure Act**

**Citation:** Alessandro Covello v Harshaw, 2023 ONLTB 43856

**Date:** 2023-06-21 **File Number:**  
LTB-L-043071-23-AM2

2023 ONLTB 43856 (CanLII)

**In the matter of:** 825 BENSSETTE ST  
WINDSOR ON N8X2Z3

**Between:** Alessandro Covello Landlord

**And**

William Aka. Bill Harshaw Tenant

**Pursuant to a request filed by the Landlord on November 3, 2023, the order LTB-L-04307123-AM issued on October 4, 2023 is clerically amended as follows.**

**A request to amend the order LTB-L-043071-23 issued on June 21, 2023 was filed by the Tenant (not the Landlord). Order LTB-L-043071-23-AM is clerically amended to correct the date in which the tenancy terminated and the amount of arrears owing. The corrections have been bolded and underlined for ease of reference.**

Alessandro Covello (the 'Landlord') applied for an order to terminate the tenancy and evict William Aka. Bill Harshaw (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on July 5, 2021 with respect to application SWL-47911-20.

This application was decided without a hearing being held.

**Determinations:**

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.

2. I find that the Tenant has not met the following conditions specified in the order:

**The Tenant did not pay the lawful rent for May 2023 in full on or before May 1, 2023. The Tenant also did not pay \$325.00 towards arrears on or before May 20, 2023.**

3. The previous application includes a request for an order for the payment of arrears of rent and the order requires the Tenant to make payments by specific due dates. Accordingly, in addition to eviction, the Landlord is entitled to request an order for the payment of arrears owing.
4. The Tenant was required to pay \$10,561.00 for rent arrears and the application filing fee in the previous order. The amount that is still owing from that order is \$961.00 and that amount is included in this order. This order replaces order SWL-47911-20.
5. Since the date of the previous order, the Tenant has failed to pay the full rent that became owing for the period from July 1, 2021 to May 31, 2023.
6. The Landlord collected a rent deposit of \$1,675.00 from the Tenant and this deposit is still being held by the Landlord.
7. Interest on the rent deposit is owing to the Tenant for the period from May 1, 2020 to **June 21**, 2023.
8. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
9. **The Landlord is entitled to daily compensation from the day after this order is issued to the date the Tenant moves out of the unit at a daily rate of \$55.07. This amount is calculated as follows: \$1,675.00 x 12, divided by 365 days.**

**It is ordered that:**

1. Order SWL-47911-20 is cancelled.
2. **The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 2, 2023.**
3. **If the unit is not vacated on or before July 2, 2023, then starting July 3, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.**
4. **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 3, 2023.**
5. The Tenant shall pay to the Landlord **\$8,503.00\*** (Less any payments made by the Tenants after this application was filed on May 31, 2023). This amount represents the

rent owing up to **June 21**, 2023 and the cost of filing the previous application, less the rent deposit and interest the Landlord owes on the rent deposit.

6. **The Tenant shall also pay to the Landlord \$55.07 per day for compensation for the use of the unit starting June 22, 2023 to the date the Tenant moves out of the unit.**
7. If the Tenant does not pay the Landlord the full amount owing on or before July 2, 2023, the Tenant will start to owe interest. This will be a simple interest calculated from July 3, 2023 at 6.00% annually on the balance outstanding.

**June 21, 2023**

**Date Issued**

Kimberly Parish

Member, Landlord and Tenant Board

**October 4, 2023**

**Date Amended**

**November 14, 2023**

**Date Amended**

15 Grosvenor Street, Ground Floor,  
Toronto ON M7A 2G6

**The Tenant has until July 1, 2023 to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the tenant files the motion by July 1, 2023 the order will be stayed and the LTB will schedule a hearing.**

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 3, 2024 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 the attached Summary of Calculations.

**Summary of Calculation**

**Amount the Tenant must pay the Landlord:**

<b>Reason for amount owing</b>	<b>Period</b>	<b>Amount</b>
Amount owing from previous order	Up to June 30, 2021	\$961.00
New Arrears	July 1, 2021 to <b><u>June 21</u></b> , 2023	<b>\$9,281.47</b>
Less the rent deposit:		-\$1,675.00
Less the interest owing on the rent deposit	May 1, 2020 to <b><u>June 21</u></b> , 2023	<b><u>-\$64,47</u></b>
<b><u>Plus daily compensation owing for each day of occupation starting June 22, 2023</u></b>		<b><u>\$55.07 (per day)</u></b>
<b>Total the Tenant must pay the Landlord:</b>		<b><u>\$8,503.00 +\$55.07 per day starting June 22, 2023</u></b>

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