



Order under Section 69
Residential Tenancies Act, 2006

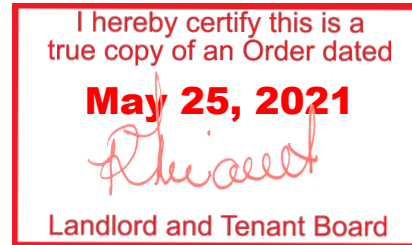
File Number: SOL-20583-21

In the matter of: 1, 98 CAITHNESS STREET E
CALEDONIA ON N3W1C2

Between: Jonathan Keep
Caroline Blair

and

Anthony Giglione



Landlords

Tenant

Jonathan Keep ('JK') and Caroline Blair ('CB') (the 'Landlords') applied for an order to terminate the tenancy and evict Anthony Giglione (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by video conference on May 12, 2021. Landlord JK and the Landlords' legal representative, Jennifer Greenway, attended the hearing.

As of 1:30 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. The Landlords' legal representative stated that she also reminded the Tenant about the hearing through text message.

Determinations:

1. The Tenant is in possession of the rental unit.
2. The monthly rent is \$2,250.00.
3. The Tenant has not paid the total rent the Tenant was required to pay for the period from February 1, 2021 to May 31, 2021. Because of the arrears, the Landlords served a Notice of Termination effective March 10, 2021.
4. No payments have been made since the application was filed.
5. The Landlords collected a rent deposit of \$2,250.00 from the Tenant and this deposit is still being held by the Landlords.
6. Interest on the rent deposit is owing to the Tenant for the period from September 4, 2020 to March 10, 2021.

7. I have considered all of the disclosed circumstances in accordance with section 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. The Landlords have made at least seven attempts to negotiate a repayment agreement with the Tenant. The Tenant has been non-responsive.
9. Ontario Regulation 266/21 made under the *Emergency Management and Civil Protection Act* states that the Court Enforcement Office (Sheriff) cannot enforce an eviction order issued by the Board unless the Board request that the Sheriff expedite enforcement. The Landlords asked that I include in the order a request to the Sheriff to expedite enforcement. I am not including this request because I am not satisfied that the Landlords will suffer serious harm if the Tenant is not evicted until the moratorium ends.
10. It was the Landlords' evidence that CB is on permanent medical leave from work due to her pregnancy and that JK took leave from work September 2020 to care for CB and their children. I accept that the Tenant's failure to pay rent has added additional stress to the Landlords. However, there is no evidence before me that the financial issues caused by the Tenant's failure to pay the rent has led to significant failure to pay the mortgage or some other immediate and definite financial issue that would warrant a request to expedite. Therefore, the Sheriff cannot proceed with enforcement of this order until Regulation 266/21 has been removed by the Ontario Government.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 5, 2021.
2. The Tenant shall pay to the Landlords \$6,360.28*, which represents the amount of rent owing and compensation up to May 25, 2021, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenant shall also pay to the Landlords \$73.97 per day for compensation for the use of the unit starting May 26, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlords the full amount owing* on or before June 5, 2021, the Tenant will start to owe interest. This will be simple interest calculated from June 6, 2021 at 2.00% annually on the balance outstanding.

6. If the unit is not vacated on or before June 5, 2021, then starting June 6, 2021, the Landlords 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 Landlords, on or after June 6, 2021.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlords or to the Board in trust:
 - i) \$9,186.00 if the payment is made on or before May 31, 2021, or
 - ii) \$11,436.00 if the payment is made on or before June 5, 2021**.If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlords 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 June 6, 2021 but before the Sheriff gives vacant possession to the Landlords. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlords.
10. This order terminates the tenancy and permits the Landlord to file the order with Court Enforcement Office (Sheriff) to evict the Tenant. However, as of the date this matter was heard, the Sheriff cannot enforce this order as a result of Ontario Regulation 266/21 made under the *Emergency Management and Civil Protection Act* on April 8, 2021. The Tenant cannot be evicted from the rental unit while this regulation is in force. Eviction by the Sheriff may occur after the regulation is removed by the Ontario Government.

May 25, 2021
Date Issued



Dawn Sullivan
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 December 6, 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**

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) | February 1, 2021 to March 10, 2021 | \$2,989.73 |
| Plus compensation: (from the day after the termination date in the Notice to the date of the order) | March 11, 2021 to May 25, 2021 | \$5,621.72 |
| Less the rent deposit: | | -\$2,250.00 |
| Less the interest owing on the rent deposit: | September 4, 2020 to March 10, 2021 | -\$1.17 |
| Amount owing to the Landlords on the order date: (total of previous boxes) | | \$6,360.28 |
| Additional costs the Tenant must pay to the Landlords: | | \$186.00 |
| Plus daily compensation owing for each day of occupation starting May 26, 2021: | | \$73.97 (per day) |
| Total the Tenant must pay the Landlords if the tenancy is terminated: | | \$6,546.28, + \$73.97 per day starting May 26, 2021 |

B. Amount the Tenant must pay to void the eviction order and continue the tenancy:**1. If the payment is made on or before May 31, 2021:**

| Reasons for amount owing | Period | Amount |
|---|----------------------------------|---------------|
| Arrears: | February 1, 2021 to May 31, 2021 | \$9,000.00 |
| Additional costs the Tenant must pay to the Landlords: | | \$186.00 |
| Total the Tenant must pay to continue the tenancy: | On or before May 31, 2021 | \$9,186.00 |

2. If the payment is made after May 31, 2021 but on or before June 5, 2021:

| Reasons for amount owing | Period | Amount |
|---|-----------------------------------|---------------|
| Arrears: | February 1, 2021 to June 30, 2021 | \$11,250.00 |
| Additional costs the Tenant must pay to the Landlords: | | \$186.00 |
| Total the Tenant must pay to continue the tenancy: | On or before June 5, 2021 | \$11,436.00 |