



Order under Section 69
Residential Tenancies Act, 2006

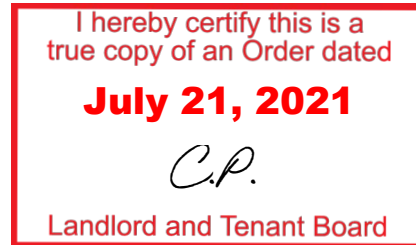
File Number: TEL-14179-20

In the matter of: 203, 2 FORSYTH STREET
MARMORA ON K0K2M0

Between: 2729907 Ontario Inc.

and

Donald Pike
Penny Towns



Landlord

Tenants

2729907 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Penny Towns and Donald Pike (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 30, 2021. The Landlord's Legal Representative, Leon Presner, and the Landlord's Agent, Leah Doyle ('LD'), attended the hearing. The Tenant, Donald Pike ('DP') attended the hearing on behalf of the Tenants and spoke with Duty Counsel prior to the hearing.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from December 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 21, 2020.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,000.00.
4. The Landlord collected a rent deposit of \$1,000.00 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 August 18, 2020 to December 21, 2020.
6. The Tenants have made no payments since the application was filed.
7. The parties agree that as of the hearing date, the Tenants owed the Landlord \$6,000.00 in arrears of rent to June 30, 2021. The rent for July 2021 has since become due.

Therefore, the total owing by the Tenants as of the date of this order is \$7,186.00, which includes arrears of rent to July 31, 2021 (\$7,000.00) and the application filing fee (\$186.00). If the Tenants paid the rent for July 2021 or made other payments to the Landlord after the hearing, those payments should be deducted from the total owing in this order.

Illegal entry and hot water

8. DP testified that there was no water in the rental unit since he moved in September 2020 until after Christmas. DP also testified that the Landlord illegally entered the rental unit on Christmas day.
9. LD denied entering the rental unit without giving the Tenants 24-hour written notice. No witnesses were called to testify on the issue. Therefore, I am not satisfied on a balance of probabilities that the Landlord illegally entered the rental unit.
10. With regards to the hot water, DP stated that he informed the superintendent about the hot water issue. However, the superintendent did not testify on DP's behalf despite being present. No other evidence or witnesses were called by DP to testify on the issue. Therefore, I am not satisfied on a balance of probabilities that there was no hot water at the rental unit since September 2020.

Relief from eviction

11. 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.
12. While DP testified he has been looking for a new place to live since moving in and requested a delay of the eviction for 3 months, I am mindful that the Tenants have not made any payments since the application was filed. DP is on ODSP and his income was not affected by the COVID-19 pandemic.

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 August 1, 2021.
2. The Tenants shall pay to the Landlord \$5,853.37*, which represents the amount of rent owing and compensation up to July 21, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$32.88 per day for compensation for the use of the unit starting July 22, 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 August 1, 2021, the Tenants will start to owe interest. This will be simple interest calculated from August 2, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 1, 2021, then starting August 2, 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 2, 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) \$7,186.00 if the payment is made on or before July 31, 2021, or
 - ii) \$8,186.00 if the payment is made on or before August 1, 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 August 2, 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.

July 21, 2021
Date Issued


Khalid Akram
Member, Landlord and Tenant Board

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7

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 2, 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: TEL-14179-20

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, 2020 to December 21, 2020	-\$109.59
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 22, 2020 to July 21, 2021	\$6,970.56
Less the rent deposit:		-\$1,000.00
Less the interest owing on the rent deposit:	August 18, 2020 to December 21, 2020	-\$7.60
Amount owing to the Landlord on the order date: (total of previous boxes)		\$5,853.37
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 22, 2021:		\$32.88 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$6,039.37, + \$32.88 per day starting July 22, 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 July 31, 2021:

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2020 to July 31, 2021	\$7,000.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before July 31, 2021	\$7,186.00

2. If the payment is made after July 31, 2021 but on or before August 1, 2021:

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2020 to August 31, 2021	\$8,000.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before August 1, 2021	\$8,186.00