



Order under Section 21.2 of the
Statutory Powers Procedure Act
and the **Residential Tenancies Act, 2006**

File Number: SOL-24638-21-RV

In the matter of: 69 CITTADELLA BOULEVARD
HANNON ON L0R1P0

Between: Jian Wei Ge
Randish Sehijpal

and

Nathalie Paquette

I hereby certify this is a
true copy of an Order dated

May 17, 2022

Landlord and Tenant Board

Landlords

Tenant

Review Order

Jian Wei Ge and Randish Sehijpal (the 'Landlords') applied for an order to terminate the tenancy and evict Nathalie Paquette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order SOL-24638-21 issued on January 5, 2022.

On January 11, 2022, the Tenant requested a review of the order.

The request was heard by videoconference on March 18, 2022.

The Landlords, the Landlords' legal representative L. Barder and the Tenant attended the hearing. The Tenant received assistance from Tenant Duty Counsel prior to the hearing.

Determinations:

Review

1. The Tenant's request for a review is based on the ground of being not reasonably able to participate in the proceedings.
2. The hearing that gave rise to the order under review took place on December 14, 2021. The Tenant did not attend.
3. At the review hearing the Tenant testified that she was mentally unwell on the date of the hearing. The Tenant takes medications for a mental illness but does not have a psychiatrist. Her family physician has recently recommended that the Tenant see a psychiatrist.

4. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that “being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less.”
5. In *Duncan v. Toronto Community Housing*, 2015 ONSC 4728 (CanLII) the Divisional Court found that the Board, on review, has an obligation to properly account for and consider the importance of the right to be heard and that, in a case where a party’s disability may be relevant to the issue, the Board’s obligation must be consistent with the values expressed in the Human Rights Code and its quasi-constitutional status.
6. Although the Tenant’s evidence is rather thin on the nature and extent of her mental illness, it does appear that she has a disability that may be connected to her failing to attend the hearing on December 14, 2021. For this reason, applying *King-Winton* and *Duncan*, I found that the Tenant was not reasonably able to participate in the proceedings and at the hearing I granted the Tenant’s request for a review. The Landlord’s L1 application proceeded de novo.

L1 application

7. The Tenant has not paid the total rent the Tenant was required to pay for the period from December 1, 2020 to March 31, 2022. Because of the arrears, the Landlords served a Notice of Termination effective September 12, 2021.
8. The Landlords collected a rent deposit of \$2,300.00 from the Tenant and this deposit is still being held by the Landlords.
9. Interest on the rent deposit is owing to the Tenant for the period from March 10, 2019 to September 12, 2021.
10. 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 not be unfair to postpone the eviction until May 31, 2022 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant is in substantial arrears, over \$30,000.00. The last time that the Tenant has paid anything to the Landlord was when she made a partial rent payment in January 2021. The Tenant testified that although she received sufficient income to pay the rent during the year of 2021, she paid for thousands of dollars of supplies for her grandchild instead. The Tenant proposed a payment plan but it would take over three years for her arrears to be cleared under her proposed plan. The Tenant moved into the unit three years ago. Under these circumstances the payment plan proposed by the Tenant would be unfair to the Landlord. The Tenant has a 17 year old daughter and an infant grandchild living with her in the unit.
12. At the hearing I advised the parties that I would postpone the termination date to April 30, 2022, largely because the Tenant has an infant grandchild living with her. This order is issued after that date and so the termination date is now May 31, 2022.

13. Please note the amount the Tenant would have to pay to void the order is over \$35,000.00 and so if the whole amount is ordered it would exceed the Board's monetary jurisdiction. The voiding amount is adjusted accordingly.

It is ordered that:

1. Order SOL-24638-21 issued on December 27, 2021 is cancelled and replaced by the following:
2. 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 May 31, 2022.
3. The Tenant shall pay to the Landlords \$33,831.33*, which represents the amount of rent owing and compensation up to May 17, 2022, less the rent deposit and interest the Landlords owe on the rent deposit.
4. The Tenant shall also pay to the Landlords \$75.62 per day for compensation for the use of the unit starting May 18, 2022 to the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
6. If the unit is not vacated on or before May 31, 2022, then starting June 1, 2022, 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 1, 2022.
8. If, on or before May 31, 2022, the Tenant pays the amount of \$35,186.00** to the Landlords or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated and the Tenant could remain in the unit. If this payment is not made in full and on time, 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 1, 2022 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.



May 17, 2022
Date Issued

Renée Lang
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 1, 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: SOL-24638-21

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)	December 1, 2020 to September 12, 2021	\$17,507.40
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	September 13, 2021 to May 17, 2022	\$18,678.14
Less the rent deposit:		-\$2,300.00
Less the interest owing on the rent deposit:	March 10, 2019 to September 12, 2021	-\$54.21
Amount owing to the Landlords on the order date: (total of previous boxes)		\$33,831.33
Additional costs the Tenant must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting May 18, 2022:		\$75.62 (per day)
Total the Tenant must pay the Landlords if the tenancy is terminated:		\$34,017.33, + \$75.62 per day starting May 18, 2022

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

Reasons for amount owing	Period	Amount
Arrears:	December 1, 2020 to May 31, 2022	\$35,000.00 (capped by the Board's monetary jurisdiction)
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, 2022	\$35,186.00