



Order under Section 69  
**Residential Tenancies Act, 2006**

**File Number:** EAL-96931-21

**In the matter of:** A, 01 GIBSON LANE  
MORRISBURG ON K0C1X0

**Between:** Gerben Schaillee Landlords  
Glenna Schaillee

**and**

Heather Delage Tenant

Gerben Schaillee and Glenna Schaillee (the 'Landlords') applied for an order to terminate the tenancy and evict Heather Delage (the 'Tenant') because the Landlords intend to demolish the rental unit. The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 17, 2021.

The Landlords, the Landlord's Legal Representative, James Moak, the Tenant and the Tenant's Legal Representative, Kat Ying, attended the hearing.

**Determinations:**

1. The Tenant does not dispute that the Landlords require the rental unit to be vacated in order to demolish it.
2. It is also not disputed that the Landlords have given the Tenant 3 months' rent compensation as required by the *Residential Tenancies Act, 2006* (the 'Act').
3. I am satisfied that the Landlords have obtained the necessary permits for this work.
4. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until January 31, 2022 pursuant to subsection 83(1)(b) of the Act.
5. The Tenant testified that she would be undergoing surgery on December 14, 2021 and would require 8 weeks to recover. She therefore requested until March 31, 2022 to move. The Tenant testified that he is on ODSP, suffers from health issues, and has not had any success in finding a new place. However, the Tenant has known for approximately 12 months that the Landlord intends to demolish the rental unit and the length of the

proceedings has afforded her time to explore her options. The Landlords have already suffered financial losses and may face potential liability from the township if the residential complex is not demolished. Balancing the interests and circumstances of the parties and considering that the enforcement of the order may take some time, it would be unfair to delay the eviction to March 31, 2022 (*Peel Non-Profit Housing v. McNamara*, [1990] O.J. No.364). However, I do find it appropriate in the circumstances to postpone the eviction to January 31, 2022 to afford the Tenant additional time to make alternate arrangements.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated, as of January 31, 2022. The Tenant must move out of the rental unit on or before January 31, 2022.
2. The Tenant shall also pay to the Landlords \$14.80 per day for compensation for the use of the unit from January 12, 2022 to the date the Tenant moves out of the unit.
3. The Tenant shall also pay to the Landlords \$201.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlords the full amount owing on or before January 22, 2022, the Tenant will start to owe interest. This will be simple interest calculated from January 23, 2022 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before January 31, 2022, then starting February 1, 2022, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 February 1, 2022.

**January 11, 2022**  
**Date Issued**

  
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Khalid Akram  
Member, Landlord and Tenant Board

Eastern-RO  
255 Albert Street, 4th Floor  
Ottawa ON K1P6A9

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 August 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.

