



Order under Sections 69 and 77
Residential Tenancies Act, 2006

File Number: EAL-98209-21

In the matter of: 3, 707 KING STREET W
KINGSTON ON K7M2G3

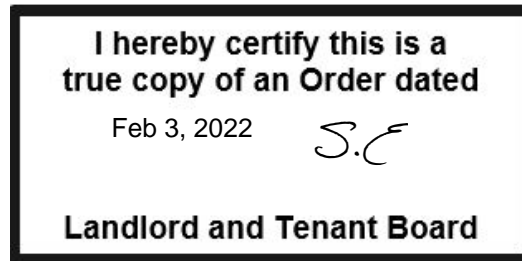
Between: Darnell Rubio

Landlord

and

Bailee Wilkinson
Daniel Leblanc

Tenants



Darnell Rubio (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Leblanc and Bailee Wilkinson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 25, 2022. The Landlord's Legal Representative, Lisa Barder, and the Tenants attended the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

At the hearing, the parties agreed:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from September 1, 2021 to January 31, 2022. Because of the arrears, the Landlord served a Notice of Termination effective October 17, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$2,480.00.
4. The Tenants have made no payments since the application was filed.
5. The Landlord collected a rent deposit of \$2,480.00 from the Tenants and this deposit is still being held by the Landlord and will be applied to the monthly rent for April 2022.
6. On consent, the parties requested a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy as of April 30, 2022. The application is amended to include an L3 application for termination of the tenancy. As a consequence, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 30, 2022.
2. The Tenants shall pay to the Landlord \$9,771.71*, which represents the amount of rent owing and compensation up to February 3, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$81.53 per day for compensation for the use of the unit starting February 4, 2022 to the date the Tenants move out of the unit.
4. The Tenant shall also pay the Landlord the rent for the months of February and March 2022 in full, on or before the twenty-first (21) day of each month.
5. If the Tenant fails to make any of the payments in accordance with paragraph 4, and by the dates required, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenants do not pay the Landlord the full amount owing* on or before May 7, 2022, the Tenants will start to owe interest. This will be simple interest calculated from May 8, 2022 at 2.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2022, then starting May 1, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 May 1, 2022.

February 3, 2022
Date Issued



Greg Brocanier
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 November 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: EAL-98209-21

A. Amount the Tenants must pay as the tenancy will be terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	September 1, 2021 to October 17, 2021	\$3,366.08
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 18, 2021 to February 3, 2022	\$8,886.77
Less the rent deposit:		-\$2,480.00
Less the interest owing on the rent deposit:	May 3, 2021 to October 17, 2021	-\$1.14
Amount owing to the Landlord on the order date: (total of previous boxes)		\$9,771.71
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting February 4, 2022:		\$81.53 (per day)
Total the Tenants must pay the Landlord as the tenancy will be terminated:		\$9,957.71, + \$81.53 per day starting February 4, 2022