



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

**File Number:** EAL-88591-20

**In the matter of:** 316 ELLEN AVENUE  
CORNWALL ON K6J5T7

**Between:** Shifali Bansal Landlords  
Vipin Bansal  
Rahul Goel  
Pooja Bansal

**and**

Kimberly Roy Tenant

Shifali Bansal, Vipin Bansal, Rahul Goel and Pooja Bansal (the 'Landlords') applied for an order to terminate the tenancy and evict Kimberly Roy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by video conference on June 8, 2021. The Landlords, Shifali Bansal, and Rahul Goel, and the Tenant attended the hearing. The Tenant declined the opportunity to speak with Duty Counsel prior to the hearing.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from January 1, 2020 to November 30, 2020. Because of the arrears, the Landlords served a Notice of Termination effective January 22, 2020.
2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$1,380.00 as of September 1, 2020.
4. The Tenant paid \$10,150.00 after the application was filed.
5. The Landlords' attempts at negotiating a repayment agreement were unsuccessful. The Tenant breached the agreement reached by the parties.
6. The Tenant testified that she fell into arrears because of health problems which prevented her from working. Although she was unemployed for most of 2020, the Tenant now has a job as a teacher with a school board.

7. The Tenant has resided in the rental unit since 2019 and has two children. The Tenant further testified that she earns about \$1,400.00 and her partner, \$1200.00 on a biweekly basis. The Tenant requested an opportunity to pay to the Landlord \$5,000.00 towards the arrears on or before, June 11, 2021, and going forward, \$620.00 monthly.
8. The Tenant was permitted to make the payment and the parties were required to contact the Board immediately to confirm the payment was made. As of the date of this order, neither side contacted the Board.
9. The Landlords collected a rent deposit of \$1,350.00 from the Tenant and this deposit is still being held by the Landlords.
10. Interest on the rent deposit is owing to the Tenant for the period from February 27, 2019 to January 22, 2020.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) 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 not be unfair to postpone the eviction until **July 15, 2021** pursuant to subsection 83(1)(b) of the Act. Additional time given to the Tenant to either seek alternative accommodation or pay the outstanding amount.

**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 July 15, 2021.
2. The Tenant shall pay to the Landlords \$12,083.38\*, which represents the amount of rent owing and compensation up to June 15, 2021, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenant shall also pay to the Landlords \$44.38 per day for compensation for the use of the unit starting June 16, 2021 to the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlords the full amount owing\* on or before June 26, 2021, the Tenant will start to owe interest. This will be simple interest calculated from June 27, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before July 15, 2021, then starting July 16, 2021, 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 July 16, 2021.
7. 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) \$14,450.00 if the payment is made on or before June 30, 2021, or
- ii) \$15,830.00 if the payment is made on or before July 15, 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.

- 8. 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 July 16, 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.

**June 15, 2021**  
**Date Issued**



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Jitewa Edu  
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 January 16, 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**

**A. Amount the Tenant must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	January 1, 2020 to January 22, 2020	\$976.44
Less the amount the Tenant paid to the Landlords		-\$10,150.00
Plus, compensation: (from the day after the termination date in the Notice to the date of the order)	January 23, 2020 to June 15, 2021	\$22,633.80
Less the rent deposit:		-\$1,350.00
Less the interest owing on the rent deposit:	February 27, 2019 to January 22, 2020	-\$26.86
Amount owing to the Landlords on the order date: (total of previous boxes)		<b>\$12,083.38</b>
Plus, daily compensation owing for each day of occupation starting June 16, 2021:		\$44.38 (per day)
<b>Total the Tenant must pay the Landlords if the tenancy is terminated:</b>		<b>\$12,083.38, + \$44.38 per day starting June 16, 2021</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy:****1. If the payment is made on or before June 30, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	January 1, 2020 to June 30, 2021	\$24,600.00
Less the amount the Tenant paid to the Landlords:		-\$10,150.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before June 30, 2021	<b>\$14,450.00</b>

2. If the payment is made after June 30, 2021 but on or before July 15, 2021:

Reasons for amount owing	Period	Amount
Arrears:	January 1, 2020 to July 31, 2021	\$25,980.00
Less the amount the Tenant paid to the Landlords:		-\$10,150.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before July 15, 2021	<b>\$15,830.00</b>