



Order under Section 69
Residential Tenancies Act, 2006

File Number: EAL-89526-20

In the matter of: 1, 434 KENWOOD AVENUE
OTTAWA ON K2A0K7

Between: Liam Kealey Landlord

and

Leslie Bristo Tenant

Liam Kealey (the 'Landlord') applied for an order to terminate the tenancy and evict Leslie Bristo (the 'Tenant') because the Landlord intends to demolish the rental unit.

Leslie Bristo (the 'Tenant') applied for an order determining that Liam Kealey and Remax (the 'Landlords') harassed, obstructed, coerced, threatened or interfered with the Tenant, altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household and withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlords are obligated to supply under the tenancy agreement.

This application was heard by videoconference on May 20, 2021. The Landlord and the Tenant, who met with Duty Counsel, attended the hearing.

Preliminary Matters:

At the start of the hearings my former law partner, Trevor Jacquard, called into the hearings to assist the Landlord. Mr. Jacquard did not attend the hearing. The Tenant along with Duty Counsel suggested there may be a conflict of interest because of my previous relationship with Mr. Jacquard. I explained that Mr. Jacquard and I were part of the same law firm but did not work together, that I had only spoken to with Mr. Jacquard on one or two occasions for more than in more than one year. I did not know that he had any involvement with this file prior to his attempt to call in to participate and had no prior knowledge of the matter before being assigned to this hearing block. I informed the parties that I did not believe that there was a reasonable comprehension of bias.

Determinations:

1. The Landlord testified he has spent close to \$70,000.00 thus far on the project which will result from the demolition of the residential complex. The Landlord is waiting to pay the fee to pick up the required permit until this application is resolved. This is due to the time until the permit expires once it is obtained.
2. I find the Landlord requires the rental unit to be vacated in order to demolish it. I am satisfied that the Landlord has taken all reasonable steps to obtain the necessary permits for this work.
3. The Tenant has applied for a \$100.00 abatement of rent because the Landlord locked an area of the furnace and electrical room where he stores his winter tires. The Landlord does not deny he locked the door.
4. The Tenant is also seeking an additional \$100.00 because the Landlord shut off the outside water supply which the Tenant used for gardening. He also testified that on one occasion the Landlord attended the residential complex without wearing a mask.
5. The Landlord testified he shut off the water because after he served the notice there was a significant increase in his water bill. The Landlord could not provide evidence at the hearing to substantiate the claim the water bill increased. He also testified that he was without a mask at a distance.
6. I find the Tenant's request for \$200.00 compensation to be reasonable.
7. The Landlord also testified that any further delay would significantly affect his ability to proceed with his upcoming project before winter and increase his costs significantly. The Landlord notes that the termination date on the notice was June 30, 2020 and he has been waiting since then to obtain possession of the residential complex to demolish it.
8. The Tenant testified he has made no effort to find alternative accommodations since receiving the notice. The Tenant is seeking several months to vacate the unit.
9. The Landlord agreed to delay the termination date until July 31, 2021.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until July 31, 2021 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of July 31, 2021. The Tenant must move out of the rental unit on or before July 31, 2021.
2. The Tenant shall pay to the Landlord \$175.00 for the cost of filing the application.

3. The Landlords shall pay to the Tenant \$200.00 in compensation as set out above as well as \$48.00 for the Tenant's cost of filing his application.
4. The total amount the Landlord owes is \$73.00.
5. If the Landlord does not pay the Tenant the full amount owing on or before June 5, 2021, the Landlord will start to owe interest. This will be simple interest calculated from June 6, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 31, 2021, then starting August 1, 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 1, 2021.



Greg Joy
Member, Landlord and Tenant Board

May 25, 2021
Date Issued

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 February 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.