



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-50541-21

In the matter of: 077, 76 PENELOPE DRIVE
KITCHENER ON N2N3G5

Between: Kitchener Housing Landlord

and

Cathryn Ouellette Tenant

Kitchener Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Cathryn Ouellette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 5, 2021. Only the Landlord's Agents, P Pinteau and D. Van Houwelingen, attended the hearing. As of 10:51 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from June 1, 2019 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective March 30, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$922.00
4. As of the date of the hearing, the Tenant had made no payments to the Landlord since the application was filed.
5. The Landlord collected a rent deposit of \$196.71 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from April 11, 2005 to March 30, 2021.

7. The Landlord has had numerous discussions with the Tenant in attempts to resolve this application through an agreement, but while the Tenant has made some promises to pay the arrears, no agreement has been reached between the parties.
8. I have considered all of the disclosed circumstances in accordance with section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of the COVID-19 pandemic on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it **would be** unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The arrears of rent are significant, and the Tenant has not made any payments to the Landlord after the application was filed. As such, it would not be reasonable to postpone this eviction any further.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before September 13, 2021.
2. The Tenant shall pay to the Landlord \$12,209.67*, which represents the amount of rent owing and compensation up to September 2, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$30.31 per day for compensation for the use of the unit starting September 3, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before September 13, 2021, the Tenant will start to owe interest. This will be simple interest calculated from September 14, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before September 13, 2021, then starting September 14, 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 September 14, 2021.
8. If, on or before September 13, 2021, the Tenant pays the amount of \$13,480.00** to the Landlord 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 Landlord 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 September 14, 2021 but before the Sheriff gives vacant possession to the Landlord. The

Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

September 2, 2021
Date Issued



Arnab Quadry
Member, Landlord and Tenant Board

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

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 March 14, 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**

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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)	June 1, 2019 to March 30, 2021	\$7,749.37
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 31, 2021 to September 2, 2021	\$4,728.36
Less the rent deposit:		-\$196.71
Less the interest owing on the rent deposit:	April 11, 2005 to March 30, 2021	-\$71.35
Amount owing to the Landlord on the order date: (total of previous boxes)		\$12,209.67
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting September 3, 2021:		\$30.31 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$12,395.67, + \$30.31 per day starting September 3, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	June 1, 2019 to September 30, 2021	\$13,294.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before September 13, 2021	\$13,480.00

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