



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

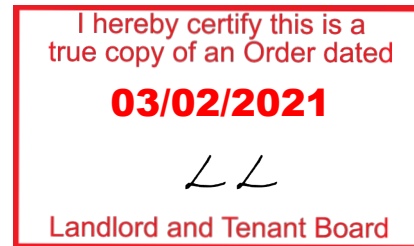
**File Number:** EAL-91314-20

**In the matter of:** 999 MACKENZIE ROAD  
PRESCOTT ON K0E1T0

**Between:** George Libunao

**and**

Addison Primeau



Landlord

Tenant

George Libunao (the 'Landlord') applied for an order to terminate the tenancy and evict Addison Primeau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2021.

Only the Landlord attended the hearing. The Tenant was not present or represented by 2:44 p.m. although properly served with notice of the hearing by the Board.

**Determinations:**

Rent arrears

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from May 1, 2020 to February 28, 2021. Because of the arrears, the Landlord served a Notice of Termination effective June 14, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$1,050.00.
4. The Tenant paid nil rent after the Landlord filed the application.
5. The Landlord collected a rent deposit of \$1,050.00 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 December 4, 2018 to June 14, 2020.

Relief from eviction

7. I have considered all of the disclosed circumstances in accordance with subsection 83 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
8. In reaching this conclusion I first considered the Landlord's circumstances. The Landlord testified that he works and that his wife works part-time. The Tenant's failure to pay any rent for the last 7-months is putting a big financial burden on his family. Although he is not behind on the mortgage, it is difficult to meet the monthly expenses (mortgage, property tax and hot water tank rental) given his family income. I accept the Landlord's uncontested evidence that the Tenant's rent arrears are causing him financial hardship.
9. I next considered subsection 83(6) of the Act. This provision states I am required to consider whether the Landlord has attempted to negotiate an agreement with the Tenant including terms of payment for the Tenant's arrears. A failure to fulfil this obligation would weigh in favour of relief from eviction. In this case, I accepted the Landlord's uncontested evidence that the Tenant has not responded to his attempts to negotiate an agreement for the arrears. In particular, the Landlord testified that he does not live in Prescott where the rental unit is located. He relied on a friend to facilitate renting the unit to the Tenant. The Landlord had asked this same friend to speak with the Tenant on his behalf, but the Tenant would not communicate with the friend. The Landlord communicated with the Tenant by text message in December 2020 and the Tenant promised to make payments towards the arrears. After the Tenant did not make the promised payments, the Landlord drove to Prescott to try to speak with the Tenant personally. Although the Landlord could hear that the Tenant was home, the Tenant refused to come to the door. In the circumstances, I find that the Landlord attempted to negotiate with the Tenant and that the Landlord satisfied the obligation implied by subsection 83(6) of the Act.
10. Finally, I considered the Tenant's circumstances. The Landlord was not aware of any Tenant circumstances that would favour refusal of or relief from eviction. As the Tenant was not present to provide evidence to the contrary, I find that it would be unfair to grant relief from eviction in this case.


**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 March 13, 2021.
2. The Tenant shall pay to the Landlord \$8,011.82\*, which represents the amount of rent owing and compensation up to March 2, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$34.52 per day for compensation for the use of the unit starting March 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 March 13, 2021, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 13, 2021, then starting March 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 March 14, 2021.
8. If, on or before March 13, 2021, the Tenant pays the amount of \$10,286.00\*\* 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 March 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.

**March 2, 2021**  
**Date Issued**

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

  
\_\_\_\_\_  
Douglas Wilkins  
Member, Landlord and Tenant Board

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 September 14, 2021 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**

**File Number: EAL-91314-20**

**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)	May 1, 2020 to June 14, 2020	\$83.29
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	June 15, 2020 to March 2, 2021	\$9,009.72
Less the rent deposit:		-\$1,050.00
Less the interest owing on the rent deposit:	December 4, 2018 to June 14, 2020	-\$31.19
Amount owing to the Landlord on the order date:(total of previous boxes)		<b>\$8,011.82</b>
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting March 3, 2021:		\$34.52 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>		<b>\$8,197.82, + \$34.52 per day starting March 3, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	May 1, 2020 to March 31, 2021	\$10,100.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
<b>Total the Tenant must pay to continue the tenancy:</b>	On or before March 13, 2021	<b>\$10,286.00</b>