



Order under Section 69
Residential Tenancies Act, 2006

File Number: EAL-92387-20-HR

In the matter of: 1001, 1455 HEATHERINGTON ROAD
OTTAWA ON K1V 8Z3

Between: Ottawa Community Housing Landlord

and

Javeline Dodin Tenant

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Javeline Dodin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2021, beginning at 9:00 a.m.

The Landlord's Agent Abir Arraj attended the hearing. As of 9:58 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 February 1, 2020 to March 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective April 1, 2020.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$240.00.
4. The Landlord is not holding a last month's rent deposit.
5. The Tenant has made no payments since the application was filed.
6. At the hearing, the Landlord's Agent explained that several attempts had been made to contact the Tenant by letter and by phone in order to discuss a payment agreement as well as inform the Tenant of resources available for assistance with rent arrears. The Tenant has made promises to pay in the past, but these promises have never materialized. She has indicated her intention to leave the unit, but as of the date of the hearing she was still in possession of the unit.

7. I have considered all of the disclosed circumstances, including the impact of COVID-19, in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Despite her undertaking to make rent and arrears payments, these have not occurred, and she does not appear to have tried to access the assistance that was offered.

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 July 10, 2021.
2. The Tenant shall pay to the Landlord \$4,014.95*, which represents the amount of rent owing and compensation up to June 29, 2021.
3. The Tenant shall also pay to the Landlord \$7.89 per day for compensation for the use of the unit starting June 30, 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 July 10, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 10, 2021, then starting July 11, 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 July 11, 2021.
8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
 - i) \$4,211.00 if the payment is made on or before June 30, 2021, or
 - ii) \$4,451.00 if the payment is made on or before July 10, 2021**.If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then 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 July 11, 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.

June 29, 2021
Date Issued


 Marie-France Pelletier
 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 11, 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)	February 1, 2020 to April 1, 2020	\$432.89
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	April 2, 2020 to June 29, 2021	\$3,582.06
Amount owing to the Landlord on the order date: (total of previous boxes)		\$4,014.95
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 30, 2021:		\$7.89 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$4,200.95, + \$7.89 per day starting June 30, 2021

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:

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to June 30, 2021	\$4,025.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before June 30, 2021	\$4,211.00

2. If the payment is made after June 30, 2021 but on or before July 10, 2021:

Reasons for amount owing	Period	Amount
Arrears:	February 1, 2020 to July 31, 2021	\$4,265.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before July 10, 2021	\$4,451.00

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