



Order under Section 69
Residential Tenancies Act, 2006

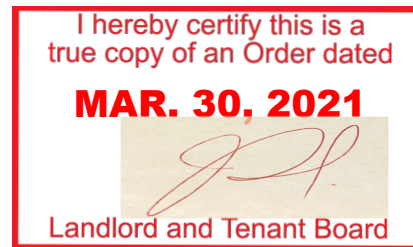
File Number: EAL-91633-20-HR

In the matter of: 815, 1100 AMBLESIDE DRIVE
OTTAWA ON K2B8G6

Between: Roshan Aubin

and

Denis Vien
Valerie Collins



Landlord

Tenants

Roshan Aubin (the 'Landlord') applied for an order to terminate the tenancy and evict Valerie Collins and Denis Vien (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 16, 2021, beginning at 1:30 p.m.

Only the Landlord attended the hearing. As of 3:15 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenants have not paid the total rent the Tenants were 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 July 17, 2020.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$1,800.00.
4. The Landlord is not holding a last month's rent deposit.
5. The Tenants have made no payments since the application was filed.
6. At the hearing, the Landlord indicated that she tried to negotiate a payment plan with the Tenants. In August 2020 a payment agreement was signed, however the Tenants did not make any rent or arrears payments since. The Landlord also said that following their inability to follow through on the payment agreement, the Tenants said they would move out by October 1, 2020, however they did not move and continue to live in the unit.

7. The Landlord indicated that the Tenants have given contradictory explanations, so she does not know why they are having trouble making their rent and arrears payments. She continues to incur expenses for the rental unit, such as condo fees, even though she is not receiving any payments from the Tenants.
8. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants entered into a payment agreement yet were not able to abide by their commitment within the first month, nor did they move out of the rental unit as they proposed.

It is ordered that:

1. Unless the Tenants void the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 10, 2021.
2. The Tenants shall pay to the Landlord \$17,256.11*, which represents the amount of rent owing and compensation up to March 30, 2021.
3. The Tenants shall also pay to the Landlord \$59.18 per day for compensation for the use of the unit starting March 31, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before April 10, 2021, the Tenants will start to owe interest. This will be simple interest calculated from April 11, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before April 10, 2021, then starting April 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 April 11, 2021.
8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
 - i) \$15,686.00 if the payment is made on or before March 31, 2021, or
 - ii) \$17,486.00 if the payment is made on or before April 10, 2021**.If the Tenants do 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 Tenants 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 April 11, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

March 30, 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 October 11, 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-91633-20-HR

A. Amount the Tenants must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	May 1, 2020 to July 17, 2020	\$2,106.03
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 18, 2020 to March 30, 2021	\$15,150.08
Amount owing to the Landlord on the order date: (total of previous boxes)		\$17,256.11
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting March 31, 2021:		\$59.18 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$17,442.11, + \$59.18 per day starting March 31, 2021

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

1. If the payment is made on or before March 31, 2021:

Reasons for amount owing	Period	Amount
Arrears:	May 1, 2020 to March 31, 2021	\$15,500.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before March 31, 2021	\$15,686.00

2. If the payment is made after March 31, 2021 but on or before April 10, 2021:

Reasons for amount owing	Period	Amount
Arrears:	May 1, 2020 to April 30, 2021	\$17,300.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before April 10, 2021	\$17,486.00