



Order under Section 69
Residential Tenancies Act, 2006

File Number: EAL-92546-20

In the matter of: B6, 375 PATRICK STREET
KINGSTON ON K7K6Z8

Between: Kingston Municipal Np Housing Corp Landlord

and

Tyla-Marie Riviere Tenant

Kingston Municipal Np Housing Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Tyla-Marie Riviere (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 1, 2021.

The Landlord's Legal Representative, Kelly Vallier, attended the hearing. The Tenant was not present or represented although properly served with notice of this hearing by the Board.

Determinations:

Preliminary Issue

1. The Landlord's Legal Representative advised the Tenant emailed her the morning of the hearing and said she was having difficulties with zoom. The Landlord emailed the Tenant back and notified her the hearing was not until the afternoon and she could also call in via phone. No response was received.
2. The Landlord's Legal Representative also advised she emailed the Tenant twice after the start of the afternoon hearing block and received no response. The Landlord's Legal Representative did not know why the Tenant was not in attendance.
3. The Notice of Hearing provides that parties may call a toll-free number if they do not have access to the internet. The Notice of Hearing also provides it is important to attend and that if you, as a tenant, do not attend the hearing or send a representative, it may be held in your absence and a decision made based on only the landlord's evidence.
4. There was no evidence before me that the Tenant could not participate in the hearing via phone or have sent a representative. What I was advised revealed that the Tenant was

aware the hearing was proceeding today. The Tenant has not contacted the Board. In these circumstances, I find it was proper to proceed in the absence of the Tenant.

Considerations


5. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective June 2, 2020.
6. The Tenant is in possession of the rental unit.
7. The monthly rent is \$153.00.
8. The Tenant paid \$965.00 after the application was filed.
9. There is no last month's rent on deposit.
10. The Landlord seeks a standard order. The Tenant's income is from government assistance which I was advised has not been affected by COVID.
11. The Landlord's Legal Representative advised there have been discussions with the Tenant regarding repayment of the arrears. While the Tenant has made regular payments since December 2020, she advised it was the Tenant's intention for all of the arrears to be paid by Ontario Works and that there were no discussions of a payment plan.
12. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006*. As the Tenant did not attend and the Landlord did not discuss payment plans with the Tenant, I had no evidence on which to fashion a payment plan. I also note that as this order is being issued on July 13, 2021, there has, in effect, already been an extended eviction date granted.
13. In the circumstances, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 24, 2021.
2. The Tenant shall pay to the Landlord \$1,393.24*, which represents the amount of rent owing and compensation up to July 13, 2021.
3. The Tenant shall also pay to the Landlord \$5.03 per day for compensation for the use of the unit starting July 14, 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 24, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 25, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 24, 2021, then starting July 25, 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 25, 2021.
8. If, on or before July 24, 2021, the Tenant pays the amount of \$1,669.00** 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 July 25, 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.

July 13, 2021
Date Issued



Rebecca Case
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 25, 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)	March 1, 2020 to June 2, 2020	\$316.06
Less the amount the Tenant paid to the Landlord		-\$965.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	June 3, 2020 to July 13, 2021	\$2,042.18
Amount owing to the Landlord on the order date: (total of previous boxes)		\$1,393.24
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 14, 2021:		\$5.03 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$1,579.24, + \$5.03 per day starting July 14, 2021

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

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2020 to July 31, 2021	\$2,448.00
Less the amount the Tenant paid to the Landlord		-\$965.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before July 24, 2021	\$1,669.00