



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

**File Number:** CEL-96393-20

**In the matter of:** 15 APPLETON DRIVE  
ORANGEVILLE ON L9W5C3

**Between:** Evangelia Tsapas Landlord

**and**

Alixandra (Ali) Kennedy Tenants  
Nathan Kennedy

Evangelia Tsapas (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Kennedy and Alixandra (Ali) Kennedy (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 26, 2021.

The Landlord and the Tenants attended the hearing.

**Determinations:**

Preliminary Issue

1. The Tenants sought an adjournment because they wished to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord was opposed.
2. I denied the Tenants' request for several reasons. First, parties are generally expected to come to their hearing prepared to proceed and the Tenants were not prepared. Second, consistent with Board Rule 19.4 and Interpretation Guideline 11, tenants who intend to raise issues under subsection 82(1) or 87(2) of the Act are required to provide the landlord and the Board with both a written description of the issue they intend to raise as well as a copy of all documents, pictures and other evidence that the tenants intend to rely upon at the hearing 7-days in advance. No such description or evidence was provided by the Tenants. It would not have been fair and would have been prejudicial to the Landlord to delay the hearing of the Landlord's application on the basis if not yet disclosed issues. Finally, my decision does not prejudice the Tenants as they may still raise the not yet disclosed issues by filing their own application(s).

Rent Arrears

3. The Tenants have not paid the total rent the Tenants were required to pay for the period from September 1, 2020 to April 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective October 2, 2020.
4. The Tenants vacated the rental unit on April 19, 2021. The Tenants were in possession of the rental unit on the date the application was filed.
5. The lawful monthly rent was \$2,400.00.
6. The Landlord collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlord.
7. Interest on the rent deposit is owing to the Tenants for the period from January 1, 2020 to October 2, 2020.


Post Judgment Interest

8. The Landlord sought post-judgment interest, which the Board may award under subsection 207(7) of the Act. The Tenants sought to delay the imposition of interest on account of their circumstances. The Tenants are raising twins, the Tenant NK lost his job due to the COVID-19 pandemic and the Tenants have paid first and last month's rent for a rental unit elsewhere. The Landlord was opposed to a delay due to her own hardship, as she had to change the mortgage structure on the rental unit and borrow money from her family as a result of the Tenants' arrears.
9. The Board typically requires payment of rent arrears within 11-days from the date of the order, or by the date the tenancy terminates, whichever is later. Despite the Tenants' circumstances, this is not an appropriate case to depart from the Board's standard practice. While I certainly accept that the Tenants are facing hardship, the Landlord was entirely successful on this application and is also facing hardship as a result of the Tenant's significant arrears.

**It is ordered that:**

1. The tenancy is terminated as of April 19, 2021, the date the Tenants gave vacant possession of the rental unit to the Landlord.
2. The Tenants shall pay to the Landlord \$15,818.97\*, which represents the amount of rent owing and compensation up to April 19, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing\* on or before June 1, 2021, the Tenants will start to owe interest. This will be simple interest calculated from June 2, 2021 at 2.00% annually on the balance outstanding.

**May 21, 2021**  
**Date Issued**

  
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Douglas Wilkins  
Member, Landlord and Tenant Board

Central-RO  
3 Robert Speck Pkwy, 5th Floor  
Mississauga ON L4Z2G5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

\* Refer to section A on the attached Summary of Calculations.

**Schedule 1  
SUMMARY OF CALCULATIONS**

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**A. Amount the Tenants must pay as 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)	September 1, 2020 to October 2, 2020	\$2,557.81
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 3, 2020 to April 19, 2021	\$15,701.10
Less the rent deposit:		-\$2,400.00
Less the interest owing on the rent deposit:	January 1, 2020 to October 2, 2020	-\$39.94
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$15,818.97</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay the Landlord as the tenancy is terminated:</b>		<b>\$16,004.97</b>

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