



Order under Section 69
Residential Tenancies Act, 2006

File Number: EAL-91213-20

In the matter of: C, 60 SIR JAMES MORRIS DRIVE
MORRISBURG ON K0C1X0

Between: Arlie Locke Landlords
Carol Locke

and

Sonia Boucher Tenant

Arlie Locke and Carol Locke (the 'Landlords') applied for an order to terminate the tenancy and evict Sonia Boucher (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlords also claimed NSF cheque charges and related administration charges.

This application was heard by videoconference on December 18, 2020. The Landlord's and their legal representative James Moak attended the hearing. The Tenant was not present however a friend and neighbor Jean-Paul Dussiaume attended the hearing.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from July 1, 2020 to December 31, 2020. Because of the arrears, the Landlords served a Notice of Termination effective July 23, 2020.
2. The Tenant is in possession of the rental unit.
3. The Landlords incurred charges of \$7.00 for a cheque tendered by or on behalf of the Tenant, which was returned NSF and \$20.00 for related administration charges.
4. The Landlords collected a rent deposit of \$797.83 from the Tenant and this deposit is still being held by the Landlords.
5. Interest on the rent deposit is owing to the Tenant for the period from July 25, 2019 to July 23, 2020.
6. The Tenants' friend Jean-Paul and the Landlords stated that the Tenant was in Mexico for one month and had returned from Mexico on approximately November 28, 2020, only to have to go to Costa Rica as her father had passed away. She was to return on December 19, 2020.

7. At the hearing, the Landlords testified that the Tenant does not sleep in the rental unit and has not from November 9, 2020, but rather stays at the unit of her neighbour Jean-Paul Dussiaume. The reason for this is because the electricity and water has been cut off to the unit by the utility providers for non- payment by the Tenant.
8. Mr. Dussiaume makes it clear that he is only allowing her to sleep at his unit because it is cold outside, and he is helping a friend. He does not want to have his kindness mistaken for anything other than that.
9. The Landlords testified that a mattress, couch, 2 chairs and a few bags of clothes were still in the rental unit and that they believe the tenant was holding their unit hostage.
10. As the Tenant is still in possession of the keys and continues to go back and forth from the rental unit. I find that the tenant was still in possession of the rental unit at the time of this hearing.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) 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. As the Landlords testified that the Tenant has been avoiding them for payment of rent, and as evidenced by the non- payment of water and hydro bills the tenant seems to not have the means or priorities to pay the arrears.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 15, 2021.
2. The Tenant shall pay to the Landlords \$3,838.30*, which represents the amount of rent owing and compensation up to January 4, 2021 and the total charges related to NSF cheque tendered to the Landlords by or on behalf of the Tenant, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenant shall also pay to the Landlords \$24.61 per day for compensation for the use of the unit starting January 5, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlords the full amount owing* on or before January 15, 2021, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2021 at 2.00% annually on the balance outstanding.

6. If the unit is not vacated on or before January 15, 2021, then starting January 16, 2021, the Landlords 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 Landlords, on or after January 16, 2021.
8. If, on or before January 15, 2021, the Tenant pays the amount of \$5,452.99** to the Landlords 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 Landlords 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 January 16, 2021 but before the Sheriff gives vacant possession to the Landlords. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlords.

2021 CanLII 70014 (ON LTB)



John Mazzilli
Member, Landlord and Tenant Board

January 4, 2021
Date Issued

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 July 16, 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-91213-20

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) | July 1, 2020 to July 23, 2020 | \$566.04 |
| Plus compensation: (from the day after the termination date in the Notice to the date of the order) | July 24, 2020 to January 4, 2021 | \$4,060.65 |
| Less the rent deposit: | | -\$797.83 |
| Less the interest owing on the rent deposit: | July 25, 2019 to July 23, 2020 | -\$17.56 |
| NSF cheque charges: | | \$7.00 |
| Administration charges related to NSF cheque charges: | | \$20.00 |
| Amount owing to the Landlords on the order date:(total of previous boxes) | | \$3,838.30 |
| Additional costs the Tenant must pay to the Landlords: | | \$186.00 |
| Plus daily compensation owing for each day of occupation starting January 5, 2021: | | \$24.61 (per day) |
| Total the Tenant must pay the Landlords if the tenancy is terminated: | | \$4,024.30, + \$24.61 per day starting January 5, 2021 |

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

| Reasons for amount owing | Period | Amount |
|--|----------------------------------|---------------|
| Arrears: | July 1, 2020 to January 31, 2021 | \$5,239.99 |
| Additional costs the Tenant must pay to the Landlords: | | \$186.00 |
| NSF cheque charges: | | \$7.00 |

| | | |
|---|-------------------------------|------------|
| Administration charges related to NSF cheque charges: | | \$20.00 |
| Total the Tenant must pay to continue the tenancy: | On or before January 15, 2021 | \$5,452.99 |