

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

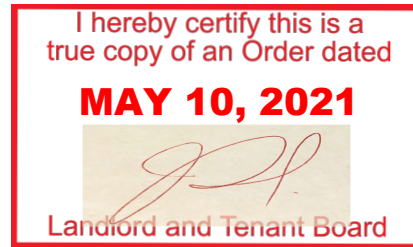
**File Number:** CEL-96902-20

**In the matter of:** 15 ASTORIA PLACE  
CALEDON ON L7C1A4

**Between:** Lu Fan  
Hefa Qi

**and**

Donna Rosemarie Gordon Allen  
Michael Allen



Landlords

Tenants

Lu Fan and Hefa Qi (the 'Landlords') applied for an order to terminate the tenancy and evict Michael Allen and Donna Rosemarie Gordon Allen ('DA') (together, the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard in Passcode: 661 8111 2101# on April 29, 2021.

Only the Landlords attended the hearing.

The Landlords requested that the Board shorten the time to the hearing of this matter in light of the fact that the arrears exceeded the Board's maximum monetary limit of \$35,000.00 and further delay would unduly prejudice the Landlord. That request was granted.

The hearing proceeded at 1:20 pm, near the beginning of a 1:00 pm hearing block, and was completed prior to 1:30 pm. The Tenant DA came into the virtual lobby at 1:55 pm. I informed the Tenant DA that the hearing of the matter was already completed and that a standard order, subject to the Board's \$35,000.00 monetary limit, would be issued.

**Determinations:**

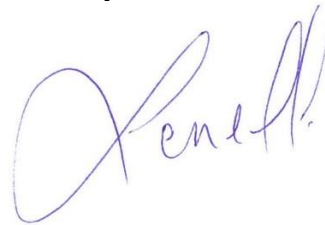
1. The Tenants have not paid the total rent the Tenants were required to pay for the period from June 1, 2020 to April 30, 2021. Because of the arrears, the Landlords served a Notice of Termination effective October 31, 2020.
2. The Landlords collected a rent deposit of \$3,500.00 from the Tenants and this deposit is still being held by the Landlords.
3. Interest on the rent deposit is owing to the Tenants for the period from December 1, 2018 to October 31, 2020.

4. The Landlords submitted to the Board, in advance of the hearing, a proposed amended L1 application, containing a higher arrears amount than that set out in the original application. I did not accept the Landlord's proposed amendment as it was not supported by timely service of an amended N4 notice of termination. In that the amount of arrears set out in the original application exceeds the Board's statutory \$35,000.00 maximum monetary award, proceeding on the first L1 application did not affect the amount awarded to the Landlord.
5. The Landlords testified that they had repeatedly been advised by the Tenant that payments of arrears would be forthcoming but no payments were ever made in that regard.
6. The Landlords waived their claim for rental arrears in excess of the Board's \$35,000.00 monetary limit.
7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) and 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate an agreement with the Tenant, including terms of payment for the Tenant's arrears. 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 Tenants void the order as set out below, the tenancy between the Landlords and the Tenants is terminated as of May 21, 2021. The Tenants must move out of the rental unit on or before May 21, 2021.
2. The Tenants shall pay to the Landlords \$35,000.00\*, which represents the amount of rent owing and compensation up to May 10, 2021, less the rent deposit and interest the Landlords owe on the rent deposit, subject to the Board's \$35,000.00 statutory monetary limit.
3. The Tenants shall also pay to the Landlords \$115.07 per day for compensation for the use of the unit starting May 22, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlords the full amount owing\* on or before May 21, 2021, the Tenants will start to owe interest. This will be simple interest calculated from May 22, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 21, 2021, then starting May 22, 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 May 22, 2021.

8. If, on or before May 21, 2021, the Tenants pay the amount of \$35,186.00\*\* 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 Tenants 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 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 May 22, 2021 but before the Sheriff gives vacant possession to the Landlords. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlords.
10. This order terminates the tenancy and permits the Landlord to file the order with Court Enforcement Office (Sheriff) to evict the Tenants. However, as of the date this matter was heard, the Sheriff cannot enforce this order as a result of Ontario Regulation 266/21 made under the *Emergency Management and Civil Protection Act* on April 8, 2021. The Tenants cannot be evicted from the rental unit while this regulation is in force. Eviction by the Sheriff may occur after the regulation is removed by the Ontario Government.



**May 10, 2021**  
**Date Issued**

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Lynn Mitchell  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 22, 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: CEL-96902-20

**A. Amount the Tenants must pay if 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)	June 1, 2020 to October 31, 2020	\$17,500.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 1, 2020 to May 10, 2021	\$21,978.37
Less the rent deposit:		-\$3,500.00
Less the interest owing on the rent deposit:	December 1, 2018 to October 31, 2020	-\$133.90
Amount owing to the Landlords on the order date (total of previous boxes) subject to the Board's \$35,000.00 monetary limit:		<b>\$35,000.00</b>
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting May 11, 2021:		\$115.07 (per day)
<b>Total the Tenants must pay the Landlords if the tenancy is terminated:</b>		<b>\$35,186.00 + \$115.07 per day starting May 11, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	June 1, 2020 to May 31, 2021	\$42,000.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
<b>Total the Tenants must pay to continue the tenancy (subject to \$35,000.00 limit):</b>	On or before May 21, 2021	<b>\$35,186.00</b>