



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Cao v Kotai, 2022 ONLTB 5250

**Date:** 2022-09-07

**File Number:** LTB-L-011316-22

**In the matter of:** MAIN FLOOR, 75 CALEDONIA RD  
TORONTO ON M6E4S3

**Between:** Qiong Cao

**And**

Erik Tibor Lakatos  
Gion Lakatos  
Reka Kotai

I hereby certify this is a  
true copy of an Order dated

**SEP 7, 2022**

Landlord and Tenant Board

Landlord

Tenants

Qiong Cao (the 'Landlord') applied for an order to terminate the tenancy and evict ErikTibor Lakatos, Gion Lakatos and Reka Kotai (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 31, 2022.

The Landlord Qiong Cao and the Landlord's Legal Representative Christina Nastas and the Tenants Erik Tibor Lakatos and Gion Lakatos and Reka Kotai attended the hearing.

### Determinations:

1. At the hearing the Landlord's Legal Representative relied on oral submissions and referred to documents to support their application. The Tenants also had an opportunity to make submissions and provide evidence.
2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. As of the hearing date, the Tenants were still in possession of the rental unit. They took possession on January 1, 2022.
4. The lawful rent is \$2,150.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to August 31, 2022 are \$15,050.00.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,150.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. There is interest owing on the rent deposit in the amount of \$14.92 for the period January 2, 2022 until July 31, 2022.
11. The Landlord's Legal Representative attempted to negotiate a repayment agreement with the Tenants as early as February 2022 but received no response. The Landlord herself made attempts to discuss the mounting arrears with the Tenants and was interested in coming to an arrangement however the Tenants did not engage in any discussions with the Landlord.
12. The Tenants evidence was they paid the Landlord the monthly rent in cash each month. They provided no information as to when the rent was paid or where this exchange of money took place. They provided no receipts from the Landlord to support this claim. I asked the Tenants if they had any receipts from a bank showing any of the \$15,000.00 in cash paid to the Landlord had in fact been withdrawn. The Tenants responded that they did not and immediately went into time frame for eviction. They did not seem to be the least bit concerned about this missing \$15,000.00. The Tenants sought 60 days to vacate the rental unit because they had children. They made no request to stay and provided no reasons for denying the Landlord's request for eviction.
13. I asked the Tenants if they intended to pay rent to the Landlord if the 60 days they asked for was granted. They replied no, they would need to save for another first and last month's rent deposit elsewhere. I asked the Tenants again to be sure this was the response they intended and again they told me if I delayed eviction by 60 days they would not be paying the Landlord rent for this time period.
14. I find the Tenants have not paid the Landlord any of the monthly rent that came due after they took possession. I further find on their own evidence they do not intend to pay the Landlord any rent prior to vacating the rental unit.
15. 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 Landlord has been without rental revenue for the duration of this tenancy. She is responsible for the mortgage on the property as well as the utilities the Tenants are consuming. The Landlord also has her own personal living costs and this lack of revenue is pushing her to the point of undue hardship as she is retired and on a pension. I do not find the Tenants have illustrated eviction in this case would be unfair while the Landlord has provided ample support for their request to end the tenancy.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.

2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$17,386.00 if the payment is made on or before September 18, 2022. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after September 18, 2022 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before September 18, 2022**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$13,071.08. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$70.68 per day for the use of the unit starting September 1, 2022 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before September 18, 2022, the Tenants will start to owe interest. This will be simple interest calculated from September 19, 2022 at 3.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 18, 2022, then starting September 19, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 September 19, 2022.



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John Cashmore  
Member, Landlord and Tenant Board

**September 7, 2022**  
**Date Issued**

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

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 March 19, 2023 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 18, 2022**

Rent Owing To September 30, 2022	\$17,200.00
Application Filing Fee	\$186.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,386.00</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$15,050.00
Application Filing Fee	\$186.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,150.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$14.92
<b>Total amount owing to the Landlord</b>	<b>\$13,071.08</b>
Plus daily compensation owing for each day of occupation starting September 1, 2022	\$70.68 (per day)