



JUL 4, 2023

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

Citation: Lisa Lam v Nicole Glean, 2023 ONLTB 48013

Date: 2023-07-04

File Number: LTB-L-039114-22

In the matter of: 4601, 898 PORTAGE PKY
CONCORD ON L4K0J6

Between: Allen Dong and Lisa Lam Landlord

And

Nicole Glean and Odane Macdonald Tenants

Allen Dong and Lisa Lam (the 'Landlords') applied for an order to terminate the tenancy and evict Nicole Glean and Odane Macdonald (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 3, 2023.

Only the Landlord's representative Berkan Altun and the Landlord Lisa Lam attended the hearing.

As of 11:25 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$35,000.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$2,500.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$71.95 is owing to the Tenants for the period from September 1, 2021 to May 3, 2023.
10. 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)(a) of the Act.

L2 Application N8 persistent late payment of rent

11. On June 27, 2022, the Landlords gave the Tenants an N8 notice of termination deemed served on July 2, 2022. The notice of termination contains the following allegations:
 - November rent paid on November 4, 2021
 - December rent paid on December 13, 2021
 - January rent paid on January 21, 2021
 - February rent paid on February 18, 2021
 - March rent paid \$1,250.00 on March 14 and \$1,250.00 on March 18, 2021
 - April no rent paid
 - May no rent paid
 - June no rent paid
12. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1 day of each month. The rent has been paid late 8 times in the past 12 months.
13. Based on the uncontested evidence, I am satisfied that the Tenants have persistently paid their rent late.
14. 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)(a) of the Act. The Tenants failed to attend the hearing to provide evidence of their circumstances and the Landlord testified that they are unaware of any circumstances that would cause me to delay or deny an eviction.
15. The order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

Regarding the L1 application:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**

- \$40,186.00 if the payment is made on or before July 15, 2023. 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 July 15, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant 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 July 15, 2023**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$30,360.62. 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 Landlords 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 Landlords compensation of \$82.19 per day for the use of the unit starting May 4, 2023 until the date the Tenants moves out of the unit.
 7. If the Tenants do not pay the Landlords the full amount owing on or before July 15, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 16, 2023 at 6.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 15, 2023, then starting July 16, 2023, the Landlords 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 Landlords on or after July 16, 2023.

Regarding the L2 application:

10. Even if the Tenants voids the eviction order for arrears of rent above, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 15, 2023.
11. If the unit is not vacated on or before July 15, 2023, then starting July 16, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 July 16, 2023.

July 4, 2023
Date Issued



Alicia Johnson
Member, Landlord and Tenant Board

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 January 16, 2024 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 15, 2023

Rent Owing To July 31, 2023	\$40,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$40,186.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$32,746.57
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$71.95
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$30,360.62
Plus daily compensation owing for each day of occupation starting May 4, 2023	\$82.19 (per day)