

Order under Section 69  
Residential Tenancies Act, 2006

File Number: CEL-93036-20

In the matter of: 736 EAGLEMOUNT CRESCENT  
MISSISSAUGA ON L5C1N9

Between: Zhuoqi Li  
Hao Han


Landlord and Tenant Board

Landlords

NOV 16 2020

and

David Rocchetti  
Sophy Nestor

I certify this is a true copy of  
Order  Report  Initials 

Tenants

Zhuoqi Li and Hao Han (the 'Landlords') applied for an order to terminate the tenancy and evict Sophy Nestor and David Rocchetti (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by video conference on November 12, 2020. The Landlords, the Landlords' representative, Rong Wei Yu, and Tenant David Rocchetti ('DR') attended the hearing.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from July 1, 2018 to November 30, 2020. Because of the arrears, the Landlords served a Notice of Termination effective February 17, 2020.
2. The Tenants are in possession of the rental unit.
3. The monthly rent is \$2,100.00.
4. The Tenants paid \$788.00 after the application was filed.

*Section 83 considerations*

5. I have considered all of the disclosed circumstances in accordance with section 83 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.

6. DR explained that the reason they had problems paying the rent is because he is self-employed in the construction industry and work has been slow due to COVID-19. He acknowledged that the arrears pre-date COVID-19. According to the Tenant, the previous problems were due to his medical issues.
7. DR testified that he received Canada Emergency Response Benefit ('CERB') income. He stated that Tenant Sophy Nestor brings home approximately \$1,000.00 a month and that he earns between \$800.00 to \$1,000.00 a month in income from a side business. DR indicated that he signed a contract for a job about a week ago and that this job will extend into the new year. He expects to bring home between \$2,100.00 to \$2,400.00 a month for this job.
8. DR stated that in addition to the monthly rent, they could pay the Landlords \$1,000.00 a month towards the arrears for six months. DR indicated that after the six-month period he could re-assess his situation to see whether he could increase the monthly arrears payment.
9. The Landlords object to the Tenants' proposal. It was the Landlords' evidence that this is their only property and they rely on the rental income from this property.
10. I do not find the Tenants' proposal to be reasonable. DR did not present any evidence to corroborate his financial circumstances (i.e., signed job contract, pay stubs). A review of the account ledger establishes that the Tenants have had issues paying the rent since 2018. The Tenants reportedly received CERB income and some employment income yet have only paid \$788.00 since the application was filed.
11. The arrears are substantial at nearly \$24,000.00. While DR may have a project for which he is earning income, this project will end sometime in the early part of the new year. The lack of a consistent income along with the Tenants' payment history leads me to conclude that the Tenants would be unable to pay the monthly rent in full along with any meaningful payments towards the arrears.

**It is ordered that:**

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before November 27, 2020.
2. The Tenants shall pay to the Landlords \$22,948.62\*, which represents the amount of rent owing and compensation up to November 16, 2020.
3. The Tenants shall also pay to the Landlords \$69.04 per day for compensation for the use of the unit starting November 17, 2020 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlords \$175.00 for the cost of filing the application.

5. If the Tenants do not pay the Landlords the full amount owing\* on or before November 27, 2020, the Tenants will start to owe interest. This will be simple interest calculated from November 28, 2020 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before November 27, 2020, then starting November 28, 2020, 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 November 28, 2020.
8. If, on or before November 27, 2020, the Tenants pay the amount of \$24,102.00\*\* 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 November 28, 2020 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.

**November 16, 2020**  
**Date Issued**



**Dawn Sullivan**  
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 May 28, 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-93036-20

**A. Amount the Tenants 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, 2018 to February 17, 2020	\$4,888.70
Less the amount the Tenants paid to the Landlords		-\$788.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	February 18, 2020 to November 16, 2020	\$18,847.92
Amount owing to the Landlords on the order date: (total of previous boxes)		<b>\$22,948.62</b>
Additional costs the Tenants must pay to the Landlords:		\$175.00
Plus daily compensation owing for each day of occupation starting November 17, 2020:		\$69.04 (per day)
<b>Total the Tenants must pay the Landlords if the tenancy is terminated:</b>		<b>\$23,123.62, + \$69.04 per day starting November 17, 2020</b>

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

Reasons for amount owing	Period	Amount
Arrears:	July 1, 2018 to November 30, 2020	\$24,715.00
Less the amount the Tenants paid to the Landlords		-\$788.00
Additional costs the Tenants must pay to the Landlords:		\$175.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before November 27, 2020	<b>\$24,102.00</b>